

STATE OF DELAWARE  
OMB / DIVISION OF FACILITIES MANAGEMENT  
OMB / DFM CONTRACT # MC5511000029

SPECIFICATIONS  
FOR

FIRE ALARM REPLACEMENT

AT

WILMINGTON DMV

2230 HESSLER BOULEVARD  
NEW CASTLE, DE 19720

FOR

DELAWARE DEPARTMENT OF TRANSPORTATION

PREPARED  
BY

STUDIO JAED ARCHITECTS AND ENGINEERS  
2500 WRANGLE HILL ROAD  
BEAR, DE 19701  
STUDIO JAED PROJECT # 19078

ISSUED FOR BIDDING  
AUGUST 27, 2020

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**SEALS PAGE**

MECHANICAL ENGINEER:

DANIEL L. SHURINA, P.E.  
DE LICENSE NO. 19964

ELECTRICAL ENGINEER:

PARAG H. PATEL, P.E.  
DE LICENSE NO. 10552

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**END OF SECTION**

NOT FOR BIDDING

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## ADVERTISEMENT FOR BIDS

Sealed bids for **OMB/DFM Contract No. MC5511000029 – Wilmington DMV – Fire Alarm Replacement** will be received by the State of Delaware, Office of Management and Budget, Division of Facilities Management, by either electronic mail or by mail as follows. Bid submissions submitted by electronic mail must be sent to [DFM-BID@delaware.gov](mailto:DFM-BID@delaware.gov) and a hard copy of the entire submission shall be sent by mail within five (5) business days of the bid submission deadline.

Sealed bids shall be mailed and addressed to the Division of Facilities Management, Thomas Collins Building, 540 S. DuPont Highway, Suite 1 (Third Floor), Dover, DE 19901. The outer envelope should clearly indicate: **“OMB/DFM CONTRACT NO. MC5511000029 – Wilmington DMV – Fire Alarm Replacement - SEALED BID - DO NOT OPEN.”**

Bids will be accepted until 10:00 a.m. local time on Tuesday, October 20, 2020. Bids will be opened and read aloud at 10:45 a.m. local time on Tuesday, October 20, 2020. Bidder bears the risk of late delivery. Any bids received after the stated time whether by mail or electronic mail will be rejected and the mailed bids will be returned unopened. The bid opening will be held through electronic means to comply with the Governor’s State of Emergency. To attend the bid opening, the public may participate by joining the meeting at Webex.com, meeting number **173 010 1386** and password **C2cg2xj3SHS**. There will be no in-person meeting.

The project involves the replacement of 3 Fire Alarm Systems associated with the Wilmington DMV located in New Castle, DE:

A **MANDATORY** Pre-Bid Meeting will be held on Friday, October 2, 2020, at 9:30 a.m. In compliance with the Governor’s State of Emergency, the pre-bid meeting will be held by electronics means. There will be no in-person meeting. The public may join the pre-bid meeting at Webex.com, meeting number **173 734 0365** and password **YMbKGJkS597** for the purpose of establishing the list of subcontractors and to answer questions. Representatives of each party to any Joint Venture must attend this meeting. **ATTENDANCE OF THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT.**

Contract documents may be obtained at Reprographic Center Inc, 208 Churchmans Road, New Castle, DE 19720, phone (302) 328-5019, upon receipt of \$100.00 per set, non-refundable and \$75.00 per electronic copy set, non-refundable. Checks are to be made payable to “StudioJaed”.

Construction documents will be available for review at the following locations: StudioJaed, 2500 Wrangler Hill Road, Suite 110, Bear, DE; Delaware Contractors Association, 527 Stanton-Christiana Road, Newark, Delaware; Associated Builders and Contractors, 31 Blevins Drive, New Castle, Delaware.

Bidders will not be subject to discrimination on the basis of race, creed, color, sex, sexual orientation, gender identity or national origin in consideration of this award, and Minority Business Enterprises, Disadvantaged Business Enterprises, Women-Owned Business Enterprises and Veteran-Owned Business Enterprises will be afforded full opportunity to submit bids on this contract. Each bid must be accompanied by a bid security equivalent to ten percent of the bid amount and all additive alternates.

The successful bidder must post a performance bond and payment bond in a sum equal to 100 percent of the contract price upon execution of the contract. The Owner reserves the right to reject any or all bids and to waive any informalities therein.

**END OF ADVERTISEMENT FOR BIDS**

NOT FOR BIDDING

## INSTRUCTIONS TO BIDDERS

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4. BIDDING PROCEDURES
5. CONSIDERATION OF BIDS
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8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

**ARTICLE 1: GENERAL**

**1.1 DEFINITIONS**

1.1.1 Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

1.2 STATE: The State of Delaware.

1.3 AGENCY: Contracting State Agency as noted on cover sheet.

1.4 DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

1.5 BIDDING DOCUMENTS: Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement for Bid, Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the Bid Form (including the Non-collusion Statement), and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, as well as the Drawings, Specifications (Project Manual) and all Addenda issued prior to execution of the Contract.

1.6 CONTRACT DOCUMENTS: The Contract Documents consist of the, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the form of agreement between the Owner and the Contractor, Drawings (if any), Specifications (Project Manual), and all addenda.

1.7 AGREEMENT: The form of the Agreement shall be AIA Document A101, Standard Form of Agreement between Owner and Contractor where the basis of payment is a STIPULATED SUM. In the case of conflict between the instructions contained therein and the General Requirements herein, these General Requirements shall prevail.

1.8 GENERAL REQUIREMENTS (or CONDITIONS): General Requirements (or conditions) are instructions pertaining to the Bidding Documents and to contracts in general. They contain, in summary, requirements of laws of the State; policies of the Agency and instructions to bidders.

1.9 SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the bidding documents and to the contract under consideration and are supplemental to the General Requirements. Should the Special Provisions conflict with the General Requirements, the Special Provisions shall prevail.

1.10 ADDENDA: Written or graphic instruments issued by the Owner/Architect prior to the execution of the contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.11 BIDDER OR VENDOR: A person or entity who formally submits a Bid for the material or Work contemplated, acting directly or through a duly authorized representative who meets the requirements set forth in the Bidding Documents.

1.12 SUB-BIDDER: A person or entity who submits a Bid to a Bidder for materials or labor, or both for a portion of the Work.

1.13 BID: A complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

- 1.14 BASE BID: The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).
- 1.15 ALTERNATE BID (or ALTERNATE): An amount stated in the Bid, where applicable, to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.
- 1.16 UNIT PRICE: An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- 1.17 SURETY: The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.
- 1.18 BIDDER'S DEPOSIT: The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.
- 1.19 CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.
- 1.20 CONTRACTOR: Any individual, firm or corporation with whom a contract is made by the Agency.
- 1.21 SUBCONTRACTOR: An individual, partnership or corporation which has a direct contract with a contractor to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.
- 1.22 CONTRACT BOND: The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

## **ARTICLE 2: BIDDER'S REPRESENTATIONS**

- 2.1 PRE-BID MEETING
- 2.1.1 A pre-bid meeting for this project will be held at the time and place designated. Attendance at this meeting is a pre-requisite for submitting a Bid, unless this requirement is specifically waived elsewhere in the Bid Documents.
- 2.2 By submitting a Bid, the Bidder represents that:
- 2.2.1 The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.
- 2.2.2 The Bidder has visited the site, become familiar with existing conditions under which the Work is to be performed, and has correlated the Bidder's his personal observations with the requirements of the proposed Contract Documents.
- 2.2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

2.3 JOINT VENTURE REQUIREMENTS

- 2.3.1 For Public Works Contracts, each Joint Venturer shall be qualified and capable to complete the Work with their own forces.
- 2.3.2 Included with the Bid submission, and as a requirement to bid, a copy of the executed Joint Venture Agreement shall be submitted and signed by all Joint Venturers involved.
- 2.3.3 All required Bid Bonds, Performance Bonds, Material and Labor Payment Bonds must be executed by both Joint Venturers and be placed in both of their names.
- 2.3.4 All required insurance certificates shall name both Joint Venturers.
- 2.3.5 Both Joint Venturers shall sign the Bid Form and shall submit a copy of a valid Delaware Business License with their Bid.
- 2.3.6 Both Joint Venturers shall include their Federal E.I. Number with the Bid.
- 2.3.7 In the event of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance.
- 2.3.8 Due to exceptional circumstances and for good cause shown, one or more of these provisions may be waived at the discretion of the State.

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

- 2.4.1 As consideration for the award and execution by the Owner of this contract, the Contractor hereby grants, conveys, sells, assigns and transfers to the State of Delaware all of its right, title and interests in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Owner pursuant to this contract.

**ARTICLE 3: BIDDING DOCUMENTS**

3.1 COPIES OF BID DOCUMENTS

- 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the Architectural/Engineering firm designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein.
- 3.1.2 Bidders shall use complete sets of Bidding Documents for preparation of Bids. The issuing Agency nor the Architect assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 Any errors, inconsistencies or omissions discovered shall be reported to the Architect immediately.
- 3.1.4 The Agency and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it

relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall report any errors, inconsistencies, or ambiguities discovered to the Architect.

- 3.2.2 Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect at least seven days prior to the date for receipt of Bids. Interpretations, corrections and changes to the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other manner shall not be binding.
- 3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.
- 3.2.4 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- 3.2.5 The Owner will bear the costs for all impact and user fees associated with the project.

### 3.3 SUBSTITUTIONS

- 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder's responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.
- 3.3.2 Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.
- 3.3.3 If the Architect approves a substitution prior to the receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding.
- 3.3.4 The Architect shall have no obligation to consider any substitutions after the Contract award.

### 3.4 ADDENDA

- 3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of the Bidding Documents.
- 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

- 3.4.3 No Addenda will be issued later than 2 calendar days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.
- 3.4.4 Each bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued, and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

**ARTICLE 4: BIDDING PROCEDURES**

**4.1 PREPARATION OF BIDS**

- 4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.
- 4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.
- 4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).
- 4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.
- 4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.
- 4.1.6 BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY. If there is no change in the Base Bid for an Alternate, enter "No Change". The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.
- 4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
- 4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.
- 4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.
- 4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.
- 4.1.12 Each bidder shall include a signed Affidavit for the Bidder certifying compliance with OMB Regulation 4104 - "Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large Public Works Projects." "Large Public Works" is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

**4.2 BID SECURITY**

- 4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the agency, or a security of the bidder assigned to the agency, for a sum equal to at least 10% of the bid plus all add alternates, or in lieu of the bid bond a security deposit in the form of a certified check, bank treasurer's check, cashier's check, money order, or other prior approved secured deposit assigned to the State. The bid bond need not be for a specific sum, but may be stated to be for a sum equal to 10% of the bid plus all add alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. The Bid Bond form used shall be the standard OMB form (attached).
- 4.2.2 The Agency has the right to retain the bid security of Bidders to whom an award is being considered until either a formal contract has been executed and bonds have been furnished or the specified time has elapsed so the Bids may be withdrawn or all Bids have been rejected.
- 4.2.3 In the event of any successful Bidder refusing or neglecting to execute a formal contract and bond within 20 days of the awarding of the contract, the bid bond or security deposited by the successful bidder shall be forfeited.
- 4.3 SUBCONTRACTOR LIST
- 4.3.1 In accordance with Title 29, Chapter 69, Section 6962(d)(10)b of the Delaware Code, each Bidder shall submit with their Bid a completed List of Sub-Contractors included with the Bid Form. NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE. The bidder must list **in each category** the full name and address (City & State) of the sub-contractor that the Bidder will be using to perform the work and provide material for that subcontractor category. Should the Bidder's listed subcontractor intend to provide any of their subcontractor category of work through a third-tier contractor, the Bidder shall list that third-tier contractor's full name and address (City & State). **If the Bidder intends to perform any category of work itself, it must list its full name and address.** For clarification, if the Bidder intends to perform the work themselves, the Bidder **may not** insert "not applicable", "N/A", "self" or anything other than its own full name and address (City & State). To do so shall cause the bid to be rejected. In addition, the failure to produce a completed subcontractor list with the bid submittal shall cause the bid to be rejected. If you have more than three (3) third-tier contractors to report in any subcontractor category, print out additional page(s) containing the appropriate category, complete the rest of your list of third-tier contractors for that category, notate the addition in parentheses as (CONTINUATION) next to the subcontractor category and an asterisk (\*) next to any additional third-tier contractors, and submit it with your bid.
- 4.3.2 It is the responsibility of the Contractor to ensure that their Subcontractors are in compliance with the provisions of this law. Also, if a Contractor elects to list themselves as a Subcontractor for any category, they must specifically name themselves on the Bid Form and be able to document their capability to act as Subcontractor in that category in accordance with this law.
- 4.4 AFFIDAVIT OF CONTRACTOR QUALIFICATIONS
- 4.4.1 In accordance with Title 29, Chapter 69, Section 6962(d)(10)b.3 of the Delaware Code, each Bidder shall submit with their Bid the Affidavit of Contractor Qualifications certifying that the Bidder will abide by the contractor's qualifications outlined in the construction bid specifications for the duration of the contract term. After a contract has been awarded the successful bidder shall not substitute another subcontractor whose name was submitted on the Subcontractor Form except for the reasons in the statute and not without written

consent from the awarding agency. Failure to utilize the subcontractors on the list will subject the successful bidder to penalties as outlined in the General Requirements Section 5.2 of the contract.

#### 4.5 AFFIDAVIT OF CRAFT TRAINING COMPLIANCE

4.5.1 In accordance with Title 29, Chapter 69, Section 6962(d)(13) of the Delaware Code, contractors and subcontractors must provide craft training for journeyman and apprentice levels if all of the following apply:

- A. A project meets the prevailing wage requirement under Title 29, Chapter 69, Section 6960 of the Delaware Code.
- B. The contractor employs 10 or more total employees.
- C. The project is not a federal highway project

Failure to provide required craft training on the project may subject the successful contractor and/or subcontractor(s) to penalties as outlined in Title 29, Chapter 69, Section 6962(d)(13) of the Delaware Code.

Bidders shall submit the Affidavit of Craft Training Compliance prior to contract execution.

#### 4.6 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

4.6.1 During the performance of this contract, the contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, sexual orientation, gender identity or national origin. The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, sexual orientation, gender identity or national origin."

#### 4.7 PREVAILING WAGE REQUIREMENT

4.7.1 Wage Provisions: For renovation and new construction projects whose costs exceed the thresholds contained in Delaware Code, Title 29, Section 6960, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.

4.7.2 The employer shall pay all mechanics and labors employed directly upon the site of work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual

relationship which may be alleged to exist between the employer and such laborers and mechanics.

4.7.3 The scale of the wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work.

4.7.4 Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.

#### 4.8 SUBMISSION OF BIDS

4.8.1 Enclose the Bid, the Bid Security, and any other documents required to be submitted with the Bid in a sealed opaque envelope. Address the envelope to the party receiving the Bids. Identify with the project name, project number, and the Bidder's name and address. If the Bid is sent by mail, enclose the sealed envelope in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof. The State is not responsible for the opening of bids prior to bid opening date and time that are not properly marked.

4.8.2 Deposit Bids at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids. Bids received after the time and date for receipt of bids will be marked "LATE BID" and returned.

4.8.3 Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.

4.8.4 Oral, telephonic or telegraphic bids are invalid and will not receive consideration.

4.8.5 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided that they are then fully in compliance with these Instructions to Bidders.

#### 4.9 MODIFICATION OR WITHDRAW OF BIDS

4.9.1 Prior to the closing date for receipt of Bids, a Bidder may withdraw a Bid by personal request and by showing proper identification to the Architect. A request for withdraw by letter or fax, if the Architect is notified in writing prior to receipt of fax, is acceptable. A fax directing a modification in the bid price will render the Bid informal, causing it to be ineligible for consideration of award. Telephone directives for modification of the bid price shall not be permitted and will have no bearing on the submitted proposal in any manner.

4.9.2 Bidders submitting Bids that are late shall be notified as soon as practicable and the bid shall be returned.

4.9.3 A Bid may not be modified, withdrawn or canceled by the Bidder during a thirty (30) day period following the time and date designated for the receipt and opening of Bids, and Bidder so agrees in submitting their Bid. Bids shall be binding for 30 days after the date of the Bid opening.

### ARTICLE 5: CONSIDERATION OF BIDS

#### 5.1 OPENING/REJECTION OF BIDS

5.1.1 Unless otherwise stated, Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids will be made available to Bidders.

5.1.2 The Agency shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

5.1.3 If the Bids are rejected, it will be done within thirty (30) calendar day of the Bid opening.

## 5.2 COMPARISON OF BIDS

5.2.1 After the Bids have been opened and read, the bid prices will be compared and the result of such comparisons will be made available to the public. Comparisons of the Bids may be based on the Base Bid plus desired Alternates. The Agency shall have the right to accept Alternates in any order or combination.

5.2.2 The Agency reserves the right to waive technicalities, to reject any or all Bids, or any portion thereof, to advertise for new Bids, to proceed to do the Work otherwise, or to abandon the Work, if in the judgment of the Agency or its agent(s), it is in the best interest of the State.

5.2.3 An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the Unit Price.

5.2.4 The prices quoted are to be those for which the material will be furnished F.O.B. Job Site and include all charges that may be imposed during the period of the Contract.

5.2.5 No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Unit Bid Price(s).

## 5.3 DISQUALIFICATION OF BIDDERS

5.3.1 An agency shall determine that each Bidder on any Public Works Contract is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Bidder include:

- A. The Bidder's financial, physical, personnel or other resources including Subcontracts;
- B. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;
- C. The Bidder's written safety plan;
- D. Whether the Bidder is qualified legally to contract with the State;
- E. Whether the Bidder supplied all necessary information concerning its responsibility; and,
- F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.

5.3.2 If an agency determines that a Bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be sent to the affected Bidder within five (5) working days of said determination.

- 5.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.
- 5.3.3.1 More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.
- 5.3.3.2 Evidence of collusion among Bidders.
- 5.3.3.3 Unsatisfactory performance record as evidenced by past experience.
- 5.3.3.4 If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- 5.3.3.5 If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.
- 5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.
- 5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.
- 5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT
- 5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.
- 5.4.2 Per Section 6962(d)(13) a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid."
- 5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.
- 5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.
- 5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. The successful Bidder shall provide, at least two business days prior to contract execution, copies of the Employee Drug Testing Program for the Bidder and all listed Subcontractors. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of one year after the date of substantial completion.
- 5.4.6 If the successful Bidder fails to execute the required Contract, Bond and all required information, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a

forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.

- 5.4.7 Each bidder shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or social security number) and a copy of its Delaware business license, and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.
- 5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

#### **ARTICLE 6: POST-BID INFORMATION**

- 6.1 CONTRACTOR'S QUALIFICATION STATEMENT
- 6.1.1 Bidders to whom an award of a Contract is under consideration shall, if requested by the Agency, submit a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a statement has been previously required and submitted.
- 6.2 BUSINESS DESIGNATION FORM
- 6.2.1 Successful bidder shall be required to accurately complete an Office of Management and Budget Business Designation Form for Subcontractors.
- 6.3 Bidders to whom an award of a Contract has been made must produce their Delaware Business License before the Contract can be executed.

#### **ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND**

- 7.1 BOND REQUIREMENTS
- 7.1.1 The cost of furnishing the required Bonds that are stipulated in the Bidding Documents, shall be included in the Bid.
- 7.1.2 If the Bidder is required by the Agency to secure a bond from other than the Bidder's usual sources, changes in cost will be adjusted as provide in the Contract Documents.
- 7.1.3 The Performance and Payment Bond forms used shall be the standard OMB forms (attached).
- 7.2 TIME OF DELIVERY AND FORM OF BONDS
- 7.2.1 The bonds shall be dated on or after the date of the Contract.

- 7.2.2 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix a certified and current copy of the power of attorney.

**ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND CONTRACTOR**

- 8.1 Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum.

**END OF SECTION**

NOT FOR BIDDING

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**BID FORM**

FIRE ALARM REPLACEMENT  
WILMINGTON DMV  
2230 HESSLER BOULEVARD, NEW CASTLE, DE 19720  
CONTRACT NO. MC5511000029

**For Bids Due:** \_\_\_\_\_ **To:** \_\_\_\_\_ OMB / Division of Facilities Management  
540 South DuPont Highway, Suite 1  
Dover, DE 19901  
\_\_\_\_\_  
\_\_\_\_\_

**Name of Bidder:** \_\_\_\_\_

**Delaware Business License No.:** \_\_\_\_\_ **Taxpayer ID No.:** \_\_\_\_\_

**(Other License Nos.):** \_\_\_\_\_

**Phone No.:** ( ) \_\_\_\_\_ - \_\_\_\_\_ **Fax No.:** ( ) \_\_\_\_\_ - \_\_\_\_\_

The undersigned, representing that he has read and understands the Bidding Documents and that this bid is made in accordance therewith, that he has visited the site and has familiarized himself with the local conditions under which the Work is to be performed, and that his bid is based upon the materials, systems and equipment described in the Bidding Documents without exception, hereby proposes and agrees to provide all labor, materials, plant, equipment, supplies, transport and other facilities required to execute the work described by the aforesaid documents for the lump sum itemized below:

\$ \_\_\_\_\_  
( \$ )

**ALTERNATES**

There are no alternates.

**BID FORM**

FIRE ALARM REPLACEMENT  
WILMINGTON DMV  
2230 HESSLER BOULEVARD, NEW CASTLE, DE 19720  
CONTRACT NO. MC5511000029

**UNIT PRICES**

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following.

Unit Prices for Fire Alarm Devices: (Note - all devices are to be addressable and shall include installation and programming)

UNIT PRICE #1: Provide one (1) photoelectric smoke detector with base.	<u>ADD</u> \$ _____
UNIT PRICE #2: Provide one (1) manual pull station.	<u>ADD</u> \$ _____
UNIT PRICE #3: Provide one (1) combination speaker / strobe with expander plate.	<u>ADD</u> \$ _____
UNIT PRICE #4: Provide one (1) wall-mounted strobe.	<u>ADD</u> \$ _____
UNIT PRICE #5: Provide one (1) ceiling-mounted strobe.	<u>ADD</u> \$ _____
UNIT PRICE #6: Provide one (1) wall-mounted combination speaker / strobe.	<u>ADD</u> \$ _____
UNIT PRICE #7: Provide one (1) ceiling-mounted combination speaker / strobe.	<u>ADD</u> \$ _____
UNIT PRICE #8: Provide one (1) linear foot of fire alarm MC cable.	<u>ADD</u> \$ _____

**ALLOWANCES**

Allowances conform to applicable project specification section. Refer to the specifications for a complete description of the following Allowances:

ALLOWANCE NO. 1: To be included in contractor's base bid price – for general contingencies and repairs; the remaining balance of which is to be returned to owner by credit change order at project conclusion (\$10,000).

**BID FORM**

FIRE ALARM REPLACEMENT  
WILMINGTON DMV  
2230 HESSLER BOULEVARD, NEW CASTLE, DE 19720  
CONTRACT NO. MC5511000029

I/We acknowledge Addendums numbered \_\_\_\_\_ and the price(s) submitted include any cost/schedule impact they may have.

This bid shall remain valid and cannot be withdrawn for thirty (30) days from the date of opening of bids (60 days for School Districts and Department of Education), and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid.

The Owner shall have the right to reject any or all bids, and to waive any informality or irregularity in any bid received.

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid.

Should I/We be awarded this contract, I/We pledge to achieve substantial completion of all the work within 180 calendar days of the Notice to Proceed.

The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirement has been or shall be violated in making or accepting this bid, in awarding the contract to him or in the prosecution of the work required; that the bid is legal and firm; that he has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall, within twenty (20) calendar days, execute the agreement in the required form and deliver the Contract Bonds, and Insurance Certificates, required by the Contract Documents.

I am / We are an Individual / a Partnership / a Corporation

By \_\_\_\_\_ Trading as \_\_\_\_\_  
(Individual's / General Partner's / Corporate Name)  
\_\_\_\_\_  
(State of Corporation)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness: \_\_\_\_\_ By: \_\_\_\_\_  
(SEAL) ( Authorized Signature )  
\_\_\_\_\_  
( Title )  
Date: \_\_\_\_\_

**ATTACHMENTS**

Sub-Contractor List  
Non-Collusion Statement  
Affidavit of Employee Drug Testing Program  
Affidavit of Contractor Qualifications  
Bid Security  
(Others as Required by Project Manuals)

**BID FORM**

FIRE ALARM REPLACEMENT  
WILMINGTON DMV  
2230 HESSLER BOULEVARD, NEW CASTLE, DE 19720  
CONTRACT NO. MC5511000029

**SUBCONTRACTOR LIST**

In accordance with Title 29, Chapter 69, Section 6962(d)(10)b of the Delaware Code, the following subcontractor listing must accompany any bid submittal. The bidder must list **in each category** the full name and address (City & State) of the sub-contractor that the bidder will be using to perform the work and provide material for that subcontractor category. Should the bidder's listed subcontractor intend to provide any of their subcontractor category of work through a third-tier contractor, the bidder shall list that third-tier contractor's full name and address (City & State). **If the bidder intends to perform any category of work itself, it must list its full name and address.** For clarification, if the bidder intends to perform the work themselves, the bidder **may not** insert "not applicable", "N/A", "self" or anything other than its own full name and address (City & State). To do so shall cause the bid to be rejected. In addition, the failure to produce a completed subcontractor list with the bid submittal shall cause the bid to be rejected. If you have more than three (3) third-tier contractors to report in any subcontractor category, print out additional page(s) containing the appropriate category, complete the rest of your list of third-tier contractors for that category, notate the addition in parentheses as (CONTINUATION) next to the subcontractor category and an asterisk (\*) next to any additional third-tier contractors, and submit it with your bid.

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City &amp; State)</u>	<u>Subcontractors tax-payer ID # or Delaware Business license #</u>
1.			
A.			
B.			
C.			
2.			
A.			
B.			
C.			

3.

A.

B.

C.

4.

A.

B.

C.

5.

A.

B.

C.

**BID FORM**

FIRE ALARM REPLACEMENT  
WILMINGTON DMV  
2230 HESSLER BOULEVARD, NEW CASTLE, DE 19720  
CONTRACT NO. MC5511000029

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date (*to the Office of Management and Budget, Division of Facilities Management*).

All the terms and conditions of MC5511000029 have been thoroughly examined and are understood.

**NAME OF BIDDER:**

\_\_\_\_\_

**AUTHORIZED REPRESENTATIVE  
(TYPED):**

\_\_\_\_\_

**AUTHORIZED REPRESENTATIVE  
(SIGNATURE):**

\_\_\_\_\_

**TITLE:**

\_\_\_\_\_

**ADDRESS OF BIDDER:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**E-MAIL:**

\_\_\_\_\_

**PHONE NUMBER:**

\_\_\_\_\_

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

My Commission expires \_\_\_\_\_. NOTARY PUBLIC \_\_\_\_\_.

**THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.**

**BID FORM**

FIRE ALARM REPLACEMENT  
WILMINGTON DMV  
2230 HESSLER BOULEVARD, NEW CASTLE, DE 19720  
CONTRACT NO. MC5511000029

**AFFIDAVIT  
OF  
EMPLOYEE DRUG TESTING PROGRAM**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

We hereby certify that we have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for our employees on the jobsite, including subcontractors that complies with this regulation:

**Contractor/Subcontractor Name:**

\_\_\_\_\_

**Contractor/Subcontractor Address:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Authorized Representative (typed or printed):**

\_\_\_\_\_

**Authorized Representative (signature):**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

My Commission expires \_\_\_\_\_. NOTARY PUBLIC \_\_\_\_\_.

**THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.**

**BID FORM**

FIRE ALARM REPLACEMENT  
WILMINGTON DMV  
2230 HESSLER BOULEVARD, NEW CASTLE, DE 19720  
CONTRACT NO. MC5511000029

**AFFIDAVIT  
OF  
CONTRACTOR QUALIFICATIONS**

We hereby certify that we will abide by the contractor's qualifications outlined in the construction bid specifications for the duration of the contract term.

In accordance with Title 29, Chapter 69, Section 6962(d)(10)b.3 of the Delaware Code, after a contract has been awarded the successful bidder shall not substitute another subcontractor whose name was submitted on the Subcontractor Form except for the reasons in the statute and not without written consent from the awarding agency. Failure to utilize the subcontractors on the list will subject the successful bidder to penalties as outlined in the General Requirements Section 5.2 of the contract.

**Contractor Name:**

\_\_\_\_\_

**Contractor Address:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Authorized Representative (typed or printed):**

\_\_\_\_\_

**Authorized Representative (signature):**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires \_\_\_\_\_. NOTARY PUBLIC \_\_\_\_\_.

**THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.**

**END OF BID FORM**

STATE OF DELAWARE - OFFICE OF MANAGEMENT AND BUDGET

**BID BOND**

TO ACCOMPANY PROPOSAL  
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_  
\_\_\_\_\_ and State of \_\_\_\_\_ as **Principal**, and \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_  
and State of \_\_\_\_\_ as **Surety**, legally authorized to do business in the State of Delaware  
("State"), are held and firmly unto the **State** in the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), or \_\_\_\_\_ percent not to exceed \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
of amount of bid on Contract No. OMB MC5511000029, to be paid to the **State** for the use and benefit of  
**OMB / Division of Facilities Management** for which payment well and truly to be made, we do bind  
ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and  
in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bonded **Principal**  
who has submitted to the **OMB / Division of Facilities Management** a certain proposal to enter into this  
contract for the furnishing of certain material and/or services within the **State**, shall be awarded this  
Contract, and if said **Principal** shall well and truly enter into and execute this Contract as may be required by  
the terms of this Contract and approved by the **OMB / Division of Facilities Management** this Contract to be  
entered into within twenty days after the date of official notice of the award thereof in accordance with the  
terms of said proposal, then this obligation shall be void or else to be and remain in full force and virtue.

Sealed with \_\_\_\_\_ seal and dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord two  
thousand and \_\_\_\_\_ (20\_\_\_\_\_).

SEALED, AND DELIVERED IN THE  
Presence of

\_\_\_\_\_  
Name of Bidder (Organization)

Corporate  
Seal

By: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

Attest \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Surety

Witness: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Title

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**STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

The contract to be utilized on this project shall be the "Standard Form of Agreement Between Owner and Contractor" AIA Document A101-2017, including AIA Document A101 – 2017 Exhibit A, as well as Supplements to A101-2017 and Exhibit A and the State of Delaware's General Requirements.

NOT FOR BIDDING

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# AIA® Document A101™ – 2017

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the    day of    in the year  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

and the Contractor:  
(Name, legal status, address and other information)

for the following Project:  
(Name, location and detailed description)

Sample Project

The Architect:  
(Name, legal status, address and other information)

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Zero Dollars and Zero Cents (\$ 0.00 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)

Item

Price

#### § 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

#### § 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

#### § 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the     day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the     day of the     month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than     (     ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

%

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

## § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

*(Name, address, email address, and other information)*

§ 8.3 The Contractor’s representative:

*(Name, address, email address, and other information)*

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

#### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

- .5 Drawings

Number	Title	Date
--------	-------	------

- .6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

- .7 Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:  
*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

Init.

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[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages
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[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONTRACTOR (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

Init.

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# AIA® Document A101™ – 2017 Exhibit A

## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the    day of    in the year  
(In words, indicate day, month and year.)

for the following **PROJECT**:  
(Name and location or address)

**THE OWNER:**  
(Name, legal status and address)

**THE CONTRACTOR:**  
(Name, legal status and address)

### TABLE OF ARTICLES

- A.1      GENERAL**
- A.2      OWNER'S INSURANCE**
- A.3      CONTRACTOR'S INSURANCE AND BONDS**
- A.4      SPECIAL TERMS AND CONDITIONS**

#### ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

#### ARTICLE A.2 OWNER'S INSURANCE

##### § A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

##### § A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

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### § A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 **Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

Causes of Loss	Sub-Limit
----------------	-----------

§ A.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage	Sub-Limit
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§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

### § A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

### § A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

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*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

- ☐ **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- ☐ **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☐ **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☐ **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☐ **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- ☐ **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

**§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*

- ☐ **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach,

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including costs of investigating a potential or actual breach of confidential or private information.  
(Indicate applicable limits of coverage or other conditions in the fill point below.)

[ ] **§ A.2.5.2 Other Insurance**

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

**Coverage**

**Limits**

**ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS**

**§ A.3.1 General**

**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

**§ A.3.1.2 Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

**§ A.3.2 Contractor's Required Insurance Coverage**

**§ A.3.2.1** The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

**§ A.3.2.2 Commercial General Liability**

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$ ) each occurrence, (\$ ) general aggregate, and (\$ ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

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**§ A.3.2.2** The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

**§ A.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$ ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

**§ A.3.2.4** The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ A.3.2.5** Workers' Compensation at statutory limits.

**§ A.3.2.6** Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit.

**§ A.3.2.7** Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

**§ A.3.2.8** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

**§ A.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

**§ A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

**§ A.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

**§ A.3.3 Contractor's Other Insurance Coverage**

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

- ☐ § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:  
*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

- ☐ § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

- ☐ § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

- ☐ § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

- ☐ § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

- ☐ § A.3.3.2.6 Other Insurance  
*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage

Limits

Init.

#### § A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

*(Specify type and penal sum of bonds.)*

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

#### ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

NOT FOR BIDDING

Init.

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## **SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR**

The following supplements modify the "Standard Form of Agreement Between Owner and Constructor," AIA Document A101-2017. Where a portion of the Standard Form of Agreement is modified or deleted by the following, the unaltered portions of the Standard Form of Agreement shall remain in effect.

### **ARTICLE 3: DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

3.1 Delete paragraph 3.1 in its entirety and replace with the following:

"The date of Commencement of the Work shall be a date set forth in a notice to proceed issued by the Owner."

### **ARTICLE 5: PAYMENTS**

5.1 PROGRESS PAYMENTS

5.1.3 Delete paragraph 5.1.3 in its entirety and replace with the following:

"Provided that a valid Application for Payment is received by the Architect that meets all requirements of the Contract, payment shall be made by the Owner not later than 30 days after the Owner receives the valid Application for Payment."

5.3 Insert the interest rate of "1% per month not to exceed 12% per annum."

### **ARTICLE 6: DISPUTE RESOLUTION**

6.2 BINDING DISPUTE RESOLUTION

Check Other – and add the following sentence:

"Any remedies available in law or in equity."

### **ARTICLE 7: TERMINATION or SUSPENSION**

7.1.1 Delete paragraph 7.1.1 in its entirety.

### **ARTICLE 8: MISCELLANEOUS PROVISIONS**

8.4 Delete paragraph 8.4 in its entirety and replace with the following:

"The Contractor's representative shall not be changed without ten days written notice to the Owner."

**END OF SECTION**

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**SUPPLEMENT TO A101-2017 – EXHIBIT A INSURANCE AND BONDS**

The following supplements modify the "Standard Form of Agreement Between Owner and Contractor," AIA Document A101-2017 Exhibit A Insurance and Bonds. Where a portion of the Standard Form of Agreement is modified or deleted by the following, the unaltered portions of the Standard Form of Agreement shall remain in effect.

**ARTICLE A.2 OWNER'S INSURANCE**

**A.2.1 General**

Delete paragraph A.2.1 in its entirety.

**A.2.2 Liability Insurance**

Delete paragraph A.2.2 in its entirety, except in the case of school projects this paragraph shall remain.

**A.2.3 Required Property Insurance**

Delete paragraph A.2.3 in its entirety.

**A.2.4 Optional Extended Property Insurance**

Delete paragraph A.2.4 in its entirety.

**A.2.5 Other Optional Insurance**

Delete paragraph A.2.5 in its entirety.

**ARTICLE A.3 CONTRACTORS INSURANCE AND BONDS**

**A.3.1.3 Additional Insured Obligations**

In the first sentence after "coverage to include (1)" delete "(1) the Owner,".

Strike the remainder of the first sentence beginning at the semicolon "; and (2) the Owner" through the end of the sentence.

Delete the second sentence in its entirety.

**A.3.3.2.1 Delete paragraph 3.3.2.1 in its entirety and replace with the following:**

Property Insurance of the same type and scope satisfying the requirements identified in Section A.2.3, The Contractor shall comply with all obligations of the Owner under A.2.3 except to the extent provided below. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required.

**END OF SECTION**

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**PERFORMANCE BOND**

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

Bond Number: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_, as principal (“**Principal**”), and \_\_\_\_\_, a \_\_\_\_\_ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the State of Delaware Office of Management & Budget (“**Owner**”), in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. OMB MC5511000029 dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

**Surety**, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

**Surety**, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

**Surety** hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_ By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
(Corporate Seal)

SURETY

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_ By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
(Corporate Seal)

**PAYMENT BOND**

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

Bond Number: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_, as principal ("**Principal**"), and \_\_\_\_\_, a \_\_\_\_\_ corporation, legally authorized to do business in the State of Delaware, as surety ("**Surety**"), are held and firmly bound unto the State of Delaware Office of Management & Budget ("**Owner**"), in the amount of \_\_\_\_\_ (\$\_\_\_\_\_), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. OMB MC5511000029 dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly pay all and every person furnishing materials or performing labor or service in and about the performance of the work under the Contract, all and every sums of money due him, her, them or any of them, for all such materials, labor and service for which **Principal** is liable, shall make good and reimburse **Owner** sufficient funds to pay such costs in the completion of the Contract as **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

**Surety**, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

**Surety** hereby stipulates and agrees that no modifications, omission or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

\_\_\_\_\_  
Name:

(Corporate Seal)

By: \_\_\_\_\_ (SEAL)  
Name:  
Title:

SURETY

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

\_\_\_\_\_  
Name:

(Corporate Seal)

By: \_\_\_\_\_ (SEAL)  
Name:  
Title:

## **APPLICATION AND CERTIFICATE FOR PAYMENT FORMS**

The Application and Certificate for Payment are as stated in the American Institute of Architects Document AIA G702 & AIA G703 (1992 version) entitled Application and Certificate for Payment and is part of this project manual as if herein written in full. A draft sample has been included for reference.

NOT FOR BIDDING

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**Application and Certificate for Payment**

**TO OWNER:** PROJECT: sample APPLICATION NO: 001 Distribution to:  
OWNER: ☐ OWNER: ☐  
FROM CONTRACTOR: VIA ARCHITECT: CONTRACT FOR: General Construction ARCHITECT: ☐  
CONTRACTOR: ☐ CONTRACT DATE: ☐ CONTRACTOR: ☐  
PROJECT NOS: / / FIELD: ☐  
OTHER: ☐

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM.....\$ 0.00
2. Net change by Change Orders .....\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2).....\$ 0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) .....\$ 0.00
5. RETAINAGE:
  - a. 0 % of Completed Work (Column D + E on G703) \$ 0.00
  - b. 0 % of Stored Material (Column F on G703) \$ 0.00Total Retainage (Lines 5a + 5b or Total in Column I of G703) .....\$ 0.00
6. TOTAL EARNED LESS RETAINAGE .....\$ 0.00  
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....\$ 0.00  
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE .....\$ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** By: \_\_\_\_\_ Date: \_\_\_\_\_  
State of: \_\_\_\_\_  
County of: \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** .....\$ 0.00  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:** By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

## Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 001  
 APPLICATION DATE:  
 PERIOD TO:

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00 %	\$ 0.00	\$ 0.00
	GRAND TOTAL								

**ALLOWANCE AUTHORIZATION FORM**

**Project:** Fire Alarm Replacement at Wilmington DMV

**Architect:** StudioJAED Architects & Engineers

**Project No.** MC5511000029

**Contractor:**

**AAA No.:**

**Initiation Date:**

**The Allowance is allocated as follows:**

Allowance No. 1: \$10,000 for General Contingencies and Repairs.

Total original Contract Allowance was: \$10,000.00

Amount of Contract Allowance Access previously authorized: \$

Adjusted Contract Allowance prior to this authorization is: \$

The amount of available Allowance will Decrease by this Access Authorization: \$

The remaining Contract Allowance, after this Access Authorization will be: \$

**Recommended by:  
Architect**

By (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

**Accepted by:  
Contractor**

By (Signature): \_\_\_\_\_

Date: \_\_\_\_\_

**Approved by:  
Owner**

By (Signature): \_\_\_\_\_

Date: \_\_\_\_\_

**END OF SECTION**

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## **GENERAL CONDITIONS TO THE CONTRACT FOR CONSTRUCTION**

The General Conditions of this Contract are as stated in the American Institute of Architects Document AIA A201 (2017 Edition) entitled General Conditions of the Contract for Construction as revised by the Supplementary General Conditions and is part of this project manual as if herein written in full.

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# AIA<sup>®</sup> Document A201<sup>™</sup> – 2017

## General Conditions of the Contract for Construction

for the following PROJECT:

*(Name and location or address)*

Sample

### THE OWNER:

*(Name, legal status and address)*

### THE ARCHITECT:

*(Name, legal status and address)*

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### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503<sup>™</sup>, Guide for Supplementary Conditions.

Init.

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### § 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### § 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### § 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

#### § 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

#### § 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### § 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### § 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### § 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**§ 1.2.3** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### **§ 1.3 Capitalization**

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

### **§ 1.4 Interpretation**

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### **§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

**§ 1.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### **§ 1.6 Notice**

**§ 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### **§ 1.7 Digital Data Use and Transmission**

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### **§ 1.8 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### **§ 2.2 Evidence of the Owner's Financial Arrangements**

**§ 2.2.1** Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### **§ 2.3 Information and Services Required of the Owner**

**§ 2.3.1** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.3.2** The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 2.3.3** If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

**§ 2.3.4** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 2.3.5** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

**§ 2.3.6** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

#### **§ 2.4 Owner's Right to Stop the Work**

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

#### **§ 2.5 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### **ARTICLE 3 CONTRACTOR**

#### **§ 3.1 General**

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

**§ 3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents.

**§ 3.1.3** The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

#### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

**§ 3.2.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### **§ 3.3 Supervision and Construction Procedures**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### **§ 3.4 Labor and Materials**

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 3.4.2** Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

**§ 3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### **§ 3.5 Warranty**

**§ 3.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**§ 3.5.2** All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### **§ 3.6 Taxes**

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### **§ 3.7 Permits, Fees, Notices and Compliance with Laws**

**§ 3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

**§ 3.7.3** If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### **§ 3.7.4 Concealed or Unknown Conditions**

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### § 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### § 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### § 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### **§ 3.12 Shop Drawings, Product Data and Samples**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely

upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### **§ 3.13 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 3.14 Cutting and Patching**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### **§ 3.15 Cleaning Up**

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 Access to Work**

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### **§ 3.17 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### § 3.18 Indemnification

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

**§ 3.18.2** In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## ARTICLE 4 ARCHITECT

### § 4.1 General

**§ 4.1.1** The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

**§ 4.1.2** Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

### § 4.2 Administration of the Contract

**§ 4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### § 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

### § 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

### § 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

**§ 5.4.2** Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

**§ 5.4.3** Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 6.1.1** The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

**§ 6.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

**§ 6.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

**§ 6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

### **§ 6.2 Mutual Responsibility**

**§ 6.2.1** The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

**§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

**§ 6.2.4** The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

**§ 6.2.5** The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### **§ 6.3 Owner's Right to Clean Up**

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## **ARTICLE 7 CHANGES IN THE WORK**

### **§ 7.1 General**

**§ 7.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

**§ 7.1.2** A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

**§ 7.1.3** Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

### **§ 7.2 Change Orders**

**§ 7.2.1** A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### **§ 7.3 Construction Change Directives**

**§ 7.3.1** A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

**§ 7.3.2** A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

**§ 7.3.3** If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

**§ 7.3.4** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### ARTICLE 8 TIME

#### § 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

## § 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

## § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### § 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

**§ 9.3.2** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

#### **§ 9.4 Certificates for Payment**

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### **§ 9.5 Decisions to Withhold Certification**

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 9.5.2** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

**§ 9.5.3** When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.4** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

## **§ 9.6 Progress Payments**

**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

**§ 9.6.2** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

**§ 9.6.3** The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

**§ 9.6.5** The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

**§ 9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**§ 9.6.7** Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

**§ 9.6.8** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

### § 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

### § 9.8 Substantial Completion

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 9.8.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

### § 9.9 Partial Occupancy or Use

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

### **§ 9.10 Final Completion and Final Payment**

**§ 9.10.1** Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 Safety Precautions and Programs**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

### **§ 10.2 Safety of Persons and Property**

**§ 10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

**§ 10.2.2** The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

**§ 10.2.3** The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

**§ 10.2.4** When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

**§ 10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

**§ 10.2.7** The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

**§ 10.2.8 Injury or Damage to Person or Property**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

**§ 10.3 Hazardous Materials and Substances**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

**§ 10.3.2** Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

#### **§ 10.4 Emergencies**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 Contractor's Insurance and Bonds**

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 11.1.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or

expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## **§ 11.2 Owner's Insurance**

**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

## **§ 11.3 Waivers of Subrogation**

**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

#### **§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

#### **§11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **§ 12.1 Uncovering of Work**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

#### **§ 12.2 Correction of Work**

##### **§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

##### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during

that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

**§ 12.2.2.2** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 12.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### **§ 12.3 Acceptance of Nonconforming Work**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### **§ 13.2 Successors and Assigns**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 13.2.2** The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### **§ 13.3 Rights and Remedies**

**§ 13.3.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

**§ 13.3.2** No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

## § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

## § 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

**§ 14.1.3** If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

**§ 14.1.4** If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

## **§ 14.2 Termination by the Owner for Cause**

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 14.2.2** When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 14.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

## **§ 14.3 Suspension by the Owner for Convenience**

**§ 14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

## **§ 14.4 Termination by the Owner for Convenience**

**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**§ 14.4.2** Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;

- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **§ 15.1 Claims**

#### **§ 15.1.1 Definition**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

#### **§ 15.1.2 Time Limits on Claims**

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

#### **§ 15.1.3 Notice of Claims**

**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 15.1.3.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

#### **§ 15.1.4 Continuing Contract Performance**

**§ 15.1.4.1** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 15.1.4.2** The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

#### **§ 15.1.5 Claims for Additional Cost**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### **§ 15.1.6 Claims for Additional Time**

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 15.1.6.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

**§ 15.1.7 Waiver of Claims for Consequential Damages**

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

**§ 15.2 Initial Decision**

**§ 15.2.1** Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

**§ 15.2.4** If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### § 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

**§ 15.4.4 Consolidation or Joinder**

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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## SUPPLEMENTARY GENERAL CONDITIONS TO THE CONTRACT

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201-2017. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

### TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
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14. TERMINATION OR SUSPENSION OF THE CONTRACT

## ARTICLE 1: GENERAL PROVISIONS

### 1.1 BASIC DEFINITIONS

#### 1.1.1 THE CONTRACT DOCUMENTS

Strike the last sentence of Section 1.1.1 in its entirety and replace with the following:

"The Contract Documents also include Advertisement for Bid, Instructions to Bidder, sample forms, the Bid Form, the Contractor's completed Bid and the Award Letter."

Add the following Section:

"1.1.1.1 In the event of conflict or discrepancies among the Contract Documents, the Documents prepared by the State of Delaware, Division of Facilities Management shall take precedence over all other documents."

#### 1.1.8 INITIAL DECISION MAKER

Strike the last sentence of Section 1.1.8 in its entirety and add the following to the end of the remaining sentence:

" and certify termination of the Agreement under Section 14.2.2."

### 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

#### 1.2.1.1 Insert "if possible" at the end of the second sentence.

Add the following Sections:

"1.2.4 In the case of an inconsistency between the Drawings and the Specifications, or within either document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Architect's interpretation."

"1.2.5 The word "PROVIDE" as used in the Contract Documents shall mean "FURNISH AND INSTALL" and shall include, without limitation, all labor, materials, equipment, transportation, services and other items required to complete the Work."

"1.2.6 The word "PRODUCT" as used in the Contract Documents means all materials, systems and equipment."

### 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

Strike Section 1.5.1 in its entirety and replace with the following:

"All pre-design studies, drawings, specifications and other documents, including those in electronic form, prepared by the Architect under this Agreement are, and shall remain, the property of the Owner whether the Project for which they are made is executed or not. Such documents may be used by the Owner to construct one or more like Projects without the approval of, or additional compensation to, the Architect. The Contractor, Subcontractors, Sub-subcontractors, and Material or Equipment Suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. They are not to be used by the Contractor or any Subcontractor,

Sub-subcontractor or Material and Equipment Supplier on other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and Architect's consultants.

The Architect shall not be liable for injury or damage resulting from the re-use of drawings and specifications if the Architect is not involved in the re-use Project. Prior to re-use of construction documents for a Project in which the Architect is not also involved, the Owner will remove from such documents all identification of the original Architect, including name, address and professional seal or stamp."

Strike Section 1.5.2 in its entirety.

1.7 DIGITAL DATA USE AND TRANSMISSION

Strike Section 1.7 in its entirety and replace with the following:

"The parties shall agree upon protocols governing transmission and use of Instruments of Service or any other information or documentation in digital form."

1.8 BUILDING INFORMATION MODELS USE AND RELIANCE

Strike Section 1.8 in its entirety.

**ARTICLE 2: OWNER**

2.2 EVIDENCE OF THE OWNERS FINANCIAL ARRANGEMENTS

Strike Section 2.2 in its entirety.

2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.3.3 Strike 2.3.3 in its entirety.

2.3.4 Add the following sentence at the end of the paragraph:

"The Contractor, at their expense shall bear the costs to accurately identify the location of all underground utilities in the area of their excavation and shall bear all cost for any repairs required, out of failure to accurately identify said utilities."

Strike Section 2.3.6 in its entirety and replace with the following:

"2.3.6 The Contractor shall be furnished free of charge (1) electronic set of the Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling."

2.5 OWNER'S RIGHT TO CARRY OUT THE WORK

Add ", except as outlined in Section 3.15" after the reference to "Article 15" at the end of the last sentence of the Section.

**ARTICLE 3: CONTRACTOR**

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.2 Add "and Owner" after "report to the Architect" in the second sentence.

3.2.4 Strike "subject to Section 15.1.7" in the second sentence.

3.2.4 Strike the third sentence.

### 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Sections:

"3.3.2.1 The Contractor shall immediately remove from the Work, whenever requested to do so by the Owner, any person who is considered by the Owner or Architect to be incompetent or disposed to be so disorderly, or who for any reason is not satisfactory to the Owner, and that person shall not again be employed on the Work without the consent of the Owner or the Architect."

"3.3.4 The Contractor must provide suitable storage facilities at the Site for the proper protection and safe storage of their materials, or as otherwise identified by the specifications. Consult the Owner and the Architect before storing any materials."

"3.3.5 When any room is used as a shop, storeroom, office, etc., by the Contractor or Subcontractor(s) during the construction of the Work, the Contractor making use of these areas will be held responsible for any repairs, patching or cleaning arising from such use."

### 3.4 LABOR AND MATERIALS

Add the Following Sections:

"3.4.4 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify the Architect & Owner of any defects or imperfections in preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized."

"3.4.5 Under no circumstances shall the Contractor's Work proceed prior to preparatory Work having been completely cured, dried and/or otherwise made satisfactory to receive this Work. Responsibility for timely installation of all materials rests solely with the Contractor responsible for that Work, who shall maintain coordination at all times."

### 3.5 WARRANTY

Add the following Sections:

"3.5.3 The Contractor will guarantee all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for two years after Acceptance by the Owner, and will maintain all items in perfect condition during the period of warranty."

"3.5.4 Defects appearing during the period of warranty will be made good by the Contractor at his expense upon demand of the Owner, it being required that all work will be in perfect condition when the period of warranty will have elapsed."

"3.5.5 Upon notification by the Owner of a defect covered by the Contractor's warranty, the Contractor shall respond within 4 hours of the notification."

"3.5.6 In addition to the General Warranty there are other warranties required for certain items for different periods of time than the two years as above, and are particularly so stated in that part of the specifications referring to same. The said warranties will commence at the same time as the General Warranty."

"3.5.7 If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner will have the right to replace, repair, or otherwise remedy the failure, defect or damage at the Contractor's expense."

### 3.8 ALLOWANCES

Add the following Section:

"3.8.1.1 For costs to be covered under a project allowance, (included in the schedule of values) the Contractor shall submit a summary of those costs anticipated and an Allowance Access Authorization Form to the Architect and Owner, reflecting the projected costs. The Allowance Access Authorization Form must be signed by the Owner prior to initiating any work associated with the allowance."

### 3.10 CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULES

3.10.1 Add "estimated" after "and the" and before "date of" in the second sentence.

3.10.2 Strike "and thereafter as necessary to maintain a current submittal schedule" in the first sentence.

### 3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Sections:

"3.11.1 During the course of the Work, the Contractor shall maintain a record set of drawings on which the Contractor shall mark the actual physical location of all piping, valves, equipment, conduit, outlets, access panels, controls, actuators, including all appurtenances that will be concealed once construction is complete, etc., including all invert elevations."

"3.11.2 At the completion of the project, the Contractor shall obtain a set of the conformed contract drawings from the Architect, and neatly transfer all information outlined in 3.11.1 to provide a complete record of the as-built conditions."

"3.11.3 Upon completion of the work noted in 3.11.2 the contractor shall schedule a meeting with the Architect/Engineer and Owner to review the final record drawings and closeout documents prior to submission. After this meeting the Contractor shall make adjustments per the review, and submit one (1) original markup and (2) copies of the red line drawings (as-built conditions, to the Owner and one (1) print to the Architect. In addition, attach one complete set of the as-built documents to each of the Operating and Maintenance Instructions/Manuals. The Contractor will include (2) USB drives, each containing all "red line drawings (as-built) and Closeout Documents properly tabbed in accordance with closeout requirements as defined elsewhere in the contract documents."

### 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.10.2 Strike "If the Contract Documents require" from the beginning of the sentence.

- 3.12.10.2 Strike "to" between "professional" and certify" and replace with "shall".
- 3.17 Insert "indemnify and" between "shall" and "hold" in the second sentence.

#### **ARTICLE 4: ADMINISTRATION OF THE CONTRACT**

##### **4.2 ADMINISTRATION OF THE CONTRACT**

##### **4.2.7 Strike the first sentence and replace with the following:**

"The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents."

##### **4.2.7 Strike the second sentence and replace with the following:**

"The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient time in the Owner's professional judgment to permit adequate review."

Add the following Section:

"4.2.10.1 There will be no full-time Project Representative provided by the Owner or Architect on this project."

"4.2.13 Add "and in compliance with all local requirements." to the end of the sentence."

#### **ARTICLE 5: SUBCONTRACTORS**

##### **5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

##### **5.2.3 Strike Section 5.2.3 in its entirety and replace with the following:**

"If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection, subject to the statutory requirements of 29 Delaware Code § 6962(d)(10)b.3 and 4."

##### **5.2.4 Strike Section 5.2.4 in its entirety and replace with the following:**

"The Contractor may not substitute any Subcontractor listed in its Bid unless the Contractor complies with the requirements of 29 Delaware Code § 6962(d)(10)b.3 and 4. Failure to comply with this requirement shall subject the Contractor to a penalty as outlined in Section 5.2 of the Owner's General Requirements."

Add the following Section:

“5.2.5 The Contractor shall comply and shall ensure all Subcontractors comply with all requirements for drug testing as set forth in TITLE 19 LABOR DELAWARE ADMINISTRATIVE CODE 4000 Office of Management and Budget 4100 Division of Facilities Management **4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects.**”

#### **ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

##### **6.1 OWNER’S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

6.1.1 Strike “and waiver of subrogation” from the end of the second sentence.

6.1.4 Strike Section 6.1.4 in its entirety.

##### **6.2 MUTUAL RESPONSIBILITY**

6.2.3 Strike “shall” and replace with “may” in the second sentence.

#### **ARTICLE 7: CHANGES IN THE WORK**

(SEE ARTICLE 7: CHANGES IN WORK IN THE STATE OF DELAWARE DIVISION OF FACILITIES MANAGEMENT GENERAL REQUIREMENTS)

7.3.4.1 Strike “and other employee costs approved by the Architect” after “worker’s compensation insurance,”

7.3.4.4 Add “work attributable to the” before “change” at the end of the sentence.

##### **7.4 MINOR CHANGES IN WORK**

Add “unless such changes are approved” at the end of the third sentence.

#### **ARTICLE 8: TIME**

##### **8.2 PROGRESS AND COMPLETION**

8.2.1 Add the following Section:

“8.2.1.1 Refer to Project Specifications Section SUMMARY OF WORK for Contract time requirements.”

8.2.2 After “by the Contractor” strike “and” and insert “to”.

8.2.4 Add the following Section:

“8.2.4 If the Work falls behind the Progress Schedule as submitted by the Contractor, the Contractor shall employ additional labor and/or equipment necessary to bring the Work into compliance with the Progress Schedule at no additional cost to the Owner.”

### 8.3 DELAYS AND EXTENSION OF TIME

#### 8.3.1 Strike "binding dispute resolution" and insert "any and all remedies at law or in equity".

Add the following Section:

"8.3.2.1 The Contractor shall update the status of the suspension, delay, or interruption of the Work with each Application for Payment. (The Contractor shall report the termination of such cause immediately upon the termination thereof.) Failure to comply with this procedure shall constitute a waiver for any claim for adjustment of time or price based upon said cause."

Strike Section 8.3.3 in its entirety and replace with the following:

#### 8.3.3 "Except in the case of a suspension of the Work directed by the Owner, an extension of time under the provisions of Section 8.3.1 shall be the Contractor's sole remedy in the progress of the Work and there shall be no payment or compensation to the Contractor for any expense or damage resulting from the delay."

Add the following Section:

"8.3.4 By permitting the Contractor to work after the expired time for completion of the project, the Owner does not waive their rights under the Contract."

## ARTICLE 9: PAYMENTS AND COMPLETION

### 9.2 SCHEDULE OF VALUES

Add the following Sections:

"9.2.1 The Schedule of Values shall be submitted using AIA Document G703, Continuation Sheet to G702."

"9.2.2 The Schedule of Values is to include a line item for Project Closeout Document Submittal. The value of this item is to be no less than 1.5% of the initial contract amount."

### 9.3 APPLICATIONS FOR PAYMENT

#### 9.3.1 Strike Section 9.3.1 in its entirety and replace with the following:

"At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. The application shall be notarized, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage."

Add the following Sections:

"9.3.1.3 Application for Payment shall be submitted on AIA Document G702 "Application and Certificate for Payment", supported by AIA Document G703 "Continuation Sheet". Said Applications shall be fully executed and notarized."

"9.3.4 Until Closeout Documents have been received and outstanding items completed the Owner will pay 95% (ninety-five percent) of the amount due the Contractor on account of progress payments."

"9.3.5 The Contractor shall provide a current and updated Progress Schedule to the Architect with each Application for Payment. Failure to provide Schedule will be just cause for rejection of Application for Payment."

## 9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following Subsections to 9.5.1:

- .8 failure to provide a current Progress Schedule;
- .9 a lien or attachment is filed;
- .10 failure to comply with mandatory requirements for maintaining Record Documents.

## 9.6 PROGRESS PAYMENTS

### 9.6.1 Strike Section 9.6.1 in its entirety and replace with the following:

"9.6.1 After the Architect has approved and issued a Certificate for Payment, payment shall be made by the Owner within 30 days after Owner's receipt of the Certificate for Payment."

### 9.6.8 Strike "Provided the Owner has fulfilled its payment obligations under the Contract Documents," in the first sentence.

## 9.7 FAILURE OF PAYMENT

Strike Section 9.7 in its entirety and replace with the following:

"If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within fourteen days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within thirty days after the date established in the Contract Documents, the amount certified by the Architect, then the Contractor may, upon thirty additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents."

## 9.8 SUBSTANTIAL COMPLETION

### 9.8.3 At the end of Section 9.8.3, add the following sentence:

"If the Architect is required to make more than 2 inspections of the same portion of work, the Contractor shall be responsible for all costs associated with subsequent inspections including but not limited to any Architect's fees."

### 9.8.5 Strike "shall" and insert "may" in the second sentence.

### 9.8.5 Insert "1/2 of the" after "make payment of" in the second sentence.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 Strike the the first sentence and replace with the following (the remainder of the Section remains as written):

9.10.2 Strike “to remain in force after final payment is currently in effect” after “required by the Contract Documents” and replace with “shall remain in force until final payment is completed” in the first sentence.

9.10.4.4 Strike “if permitted by the Contract Documents,”

**ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY**

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Sections:

10.1.1 Each Contractor shall develop a safety program in accordance with the Occupational Safety and Health Act of 1970. A copy of said plan shall be furnished to the Owner and Architect prior to the commencement of that Contractor's Work.

10.1.2 Each Contractor shall appoint a Safety Representative. Safety Representatives shall be someone who is on site on a full time basis. If deemed necessary by the Owner or Architect, Contractor Safety meetings will be scheduled. The attendance of all Safety Representatives will be required. Minutes will be recorded of said meetings by the Contractor and will be distributed to all parties as well as posted in all job offices/trailers etc.

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Section:

10.2.4.1 As required in the Hazardous Chemical Act of June 1984, all vendors supplying any material that may be defined as hazardous must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a caution warning on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in foreseeable emergency situations. Material Safety Data Sheets shall be provided directly to the Owner, along with the shipping slips that include those products.

10.2.5 Strike the second sentence in its entirety.

10.3 HAZARDOUS MATERIALS AND SUBSTANCES

10.3.3 Strike Section 10.3.3 in its entirety.

10.3.4 Insert “hazardous” in the last sentence after “handling of such” .

10.3.6 Strike Section 10.3.6 in its entirety.

**ARTICLE 11: INSURANCE AND BONDS**

11.1 CONTRACTOR'S INSURANCE AND BONDS

11.1.1 Strike "Owner" from the third sentence.

11.2 OWNER'S LIABILITY INSURANCE

Strike 11.2 in its entirety, except that in the case of school projects in which case Section 11.2 shall remain.

11.3 WAIVERS OF SUBROGATION

Delete Section 11.3 in its entirety

11.4 LOSS OF USE, BUSINESS INTERRUPTION, AND DELAY IN COMPLETION INSURANCE

Delete Section 11.4 in its entirety

**ARTICLE 12: UNCOVERING AND CORRECTION OF WORK**

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Section:

"12.2.2.1.1 At any time during the progress of the Work, or in any case where the nature of the defects will be such that it is not expedient to have corrected, the Owner, at its option, will have the right to deduct such sum, or sums, of money from the amount of the Contract as it considers justified to adjust the difference in value between the non-conforming work and that required under contract including any damage to the structure."

12.2.2.1 Strike all references to "one year" or "one-year" and replace with "two years".

12.2.2.2 Strike "one-year" and replace with "two years".

12.2.2.3 Strike "one-year" and replace with "two years".

12.2.5 Strike "one-year" and replaced with "two years".

**ARTICLE 13: MISCELLANEOUS PROVISIONS**

13.1 GOVERNING LAW

Strike the last sentence.

13.4 TESTS AND INSPECTIONS

13.4.1 Strike the last sentence and replace with the following:

"The Owner shall pay for tests, inspections, or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor."

13.5 INTEREST

Strike "the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located" and replace with "30 days of presentment of the authorized Certificate of Payment at the annual rate of 12% or 1% per month."

Insert the following Section:

**"13.6 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS**

13.6.1 If any provision, specifications or requirement of the Contract Documents conflict or is inconsistent with any statute, law or regulation of the government of the United State of America, the Contractor shall notify the Architect and Owner immediately upon discovery."

**ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT**

**14.1 TERMINATION BY THE CONTRACTOR**

14.1.1.4 Insert ", upon the Contractors' request," after ""furnish to the Contractor" .

14.1.3 Strike "and profit on Work not executed, and" after "as well as reasonable overhead" and replace with ", profit, and reasonable"

**14.3 SUSPENSION BY OWNER FOR CONVENIENCE**

14.3.2 Strike "Adjustment of the Contract Sum shall include profit".

**14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

14.4.3 Strike Section 14.4.3 in its entirety and replace with the following:

"In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and reasonable costs incurred by reason of such termination along with reasonable overhead."

**ARTICLE 15: CLAIMS AND DISPUTES**

**15.1 CLAIMS**

**15.1.2 TIME LIMITS ON CLAIMS**

Strike the last sentence.

**15.1.3 NOTICE OF CLAIM**

Strike all references to "21" and replace with "45".

**15.1.5 CLAIMS FOR ADDITIONAL COSTS**

Strike the first sentence and replace with the following:

"Contractor shall not proceed to execute any portion of the Work that is subject to the Claim without prior approval of the costs or method of payment for the costs associated with the Claim as determined by the Architect and approved by the Owner."

**15.1.7 WAIVER OF CLAIMS FOR CONSEQUENTIAL DAMAGES**

Strike Section 15.1.7 in its entirety.

15.2 INITIAL DECISION

15.2.1 Strike “and binding dispute resolution” in the fourth sentence and replace with “or any and all remedies at law or in equity”.

15.2.5 Strike Section 15.2.5 in its entirety and replace with the following:

“The Architect will approve or reject Claims by written decision, which shall state the reasons therefore and shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be subject to mediation and any or all remedies at law or in equity.”

15.2.6 Strike Section 15.2.6 and its subSections in their entirety.

15.3 MEDIATION

15.3.1 Strike “binding dispute resolution” and replace with “any or all remedies at law or in equity”.

15.3.2 Strike “, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedure in effect on the date of the Agreement,” in the first sentence.

15.3.2 Strike all references to “binding dispute resolution” and replace with “any or all remedies at law and in equity”.

15.3.3 Strike Section 15.3.3 in its entirety.

15.4 ARBITRATION

Strike Section 15.4 and its Subsections in their entirety.

**END OF SECTION**

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### **WAGE RATE DETERMINATION SCHEDULE**

The Delaware Department of Labor Division of Industrial Affairs has established the category and associated prevailing wage rate for this project. The project approved prevailing wage rate determination schedule follows.

NOT FOR BIDDING

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STATE OF DELAWARE  
DEPARTMENT OF LABOR  
DIVISION OF INDUSTRIAL AFFAIRS  
OFFICE OF LABOR LAW ENFORCEMENT  
PHONE: (302) 761-8200

Mailing Address:  
4425 North Market Street  
3rd Floor  
Wilmington, DE 19802

Located at:  
4425 North Market Street  
3rd Floor  
Wilmington, DE 19802

PREVAILING WAGES FOR **BUILDING CONSTRUCTION** EFFECTIVE MARCH 13, 2020

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	24.35	29.99	43.65
BOILERMAKERS	72.91	36.99	54.38
BRICKLAYERS	57.94	57.94	57.94
CARPENTERS	56.46	56.46	44.83
CEMENT FINISHERS	76.91	53.57	23.61
ELECTRICAL LINE WORKERS	48.43	41.53	31.66
ELECTRICIANS	72.49	72.49	72.49
ELEVATOR CONSTRUCTORS	99.43	68.69	34.03
GLAZIERS	77.25	77.25	60.35
INSULATORS	59.68	59.68	59.68
IRON WORKERS	67.70	67.70	67.70
LABORERS	49.20	49.20	49.20
MILLWRIGHTS	76.83	76.83	61.93
PAINTERS	53.71	53.71	53.71
PILEDRIERS	79.62	41.92	33.90
PLASTERERS	31.79	31.79	23.56
PLUMBERS/PIPEFITTERS/STEAMFITTERS	72.05	56.29	62.21
POWER EQUIPMENT OPERATORS	73.29	73.29	73.29
ROOFERS-COMPOSITION	25.58	25.24	23.05
ROOFERS-SHINGLE/SLATE/TILE	19.59	23.29	18.32
SHEET METAL WORKERS	75.03	75.03	75.03
SOFT FLOOR LAYERS	54.59	54.59	54.59
SPRINKLER FITTERS	61.83	61.83	61.83
TERRAZZO/MARBLE/TILE FNRS	66.75	66.75	66.75
TERRAZZO/MARBLE/TILE STRS	74.02	74.02	74.02
TRUCK DRIVERS	32.77	29.22	22.75

CERTIFIED: 05/18/2020

BY: [Signature]

ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

**NOTE:** THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 451-3423.

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

PROJECT: MC5511000029 19078 Wilmington DMV - Fire Alarm Replacement, New Castle County

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## GENERAL REQUIREMENTS

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## **ARTICLE 1: GENERAL**

### **1.1 CONTRACT DOCUMENTS**

1.1.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required to an extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

1.1.2 Work including material purchases shall not begin until the Contractor is in receipt of a bonafide State of Delaware Purchase Order. Any work performed or material purchases prior to the issuance of the Purchase Order is done at the Contractor's own risk and cost.

### **1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS**

1.2.1 For Public Works Projects financed in whole or in part by state appropriation the Contractor agrees that during the performance of this contract:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, sexual orientation, gender identity or national origin. The Contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, sex, color, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, sexual orientation, gender identity or national origin."

## **ARTICLE 2: OWNER**

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

## **ARTICLE 3: CONTRACTOR**

3.1 Schedule of Values: The successful Bidder shall within twenty (20) days after receiving notice to proceed with the work, furnish to the Owner a complete schedule of values on the various items comprising the work.

3.2 Subcontracts: Upon approval of Subcontractors, the Contractor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all material, their own and those of their Subcontractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.

3.3 Before commencing any work or construction, the General Contractor is to consult with the Owner as to matters in connection with access to the site and the allocation of Ground Areas for the various features of hauling, storage, etc.

- 3.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions.
- 3.5 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 3.6 The Contractor warrants to the Owner that materials and equipment furnished will be new and of good quality, unless otherwise permitted, and that the work will be free from defects and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.
- 3.7 Unless otherwise provided, the Contractor shall pay all sales, consumer, use and other similar taxes, and shall secure and pay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.
- 3.8 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.
- 3.9 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract with the Contractor.
- 3.10 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for returning all damaged areas to their original conditions.
- 3.11 STATE LICENSE AND TAX REQUIREMENTS
- 3.11.1 Each Contractor and Subcontractor shall be licensed to do business in the State of Delaware and shall pay all fees and taxes due under State laws. In conformance with Section 2503, Chapter 25, Title 30, Delaware Code, "the Contractor shall furnish the Delaware Department of Finance within ten (10) days after entering into any contract with a contractor or subcontractor not a resident of this State, a statement of total value of such contract or contracts together with the names and addresses of the contracting parties."
- 3.12 The Contractor shall comply with all requirements set forth in Section 6962, Chapter 69, Title 29 of the Delaware Code.

- 3.13 During the contract Work, the Contractor and each Subcontractor, shall implement an Employee Drug Testing Program in accordance with OMB Regulation 4104 - "Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large Public Works Projects". "Large Public Works" is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

#### **ARTICLE 4: ADMINISTRATION OF THE CONTRACT**

##### **4.1 CONTRACT SURETY**

##### **4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND**

- 4.1.2 All bonds will be required as follows unless specifically waived elsewhere in the Bidding Documents.

- 4.1.3 Contents of Performance Bonds – The bond shall be in the form approved by the Office of Management and Budget. The bond shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the proposal, plans, specifications, and bid documents thereof. Each term and condition shall be met at the time and in the manner prescribed by the Contract, Bid documents and the specifications, including the payment in full to every person furnishing material or performing labor in the performance of the Contract, of all sums of money due the person for such labor and material. (The bond shall also contain the successful bidder's guarantee to indemnify and save harmless the State and the agency from all costs, damages and expenses growing out of or by reason of the Contract in accordance with the Contract.)

- 4.1.4 Invoking a Performance Bond – The agency may, when it considers that the interest of the State so requires, cause judgement to be confessed upon the bond.

- 4.1.5 Within twenty (20) days after the date of notice of award of contract, the Bidder to whom the award is made shall furnish a Performance Bond and Labor and Material Payment Bond, each equal to the full amount of the Contract price to guarantee the faithful performance of all terms, covenants and conditions of the same. The bonds are to be issued by an acceptable Bonding Company licensed to do business in the State of Delaware and shall be issued in duplicate.

- 4.1.6 Performance and Payment Bonds shall be maintained in full force (warranty bond) for a period of two (2) years after the date of the Certificate for Final Payment. The Performance Bond shall guarantee the satisfactory completion of the Project and that the Contractor will make good any faults or defects in his work which may develop during the period of said guarantees as a result of improper or defective workmanship, material or apparatus, whether furnished by themselves or their Sub-Contractors. The Payment Bond shall guarantee that the Contractor shall pay in full all persons, firms or corporations who furnish labor or material or both labor and material for, or on account of, the work included herein. The bonds shall be paid for by this Contractor. The Owner shall have the right to demand that the proof parties signing the bonds are duly authorized to do so.

#### 4.2 FAILURE TO COMPLY WITH CONTRACT

- 4.2.1 If any firm entering into a contract with the State, or Agency that neglects or refuses to perform or fails to comply with the terms thereof, the Agency which signed the Contract may terminate the Contract and proceed to award a new contract in accordance with this Chapter 69, Title 29 of the Delaware Code or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond. Nothing herein shall preclude the Agency from pursuing additional remedies as otherwise provided by law.

#### 4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY

- 4.3.1 In addition to the bond requirements stated in the Bid Documents, each successful Bidder shall purchase adequate insurance for the performance of the Contract and, by submission of a Bid, agrees to indemnify and save harmless and to defend all legal or equitable actions brought against the State, any Agency, officer and/or employee of the State, for and from all claims of liability which is or may be the result of the successful Bidder's actions during the performance of the Contract.

- 4.3.2 The purchase or nonpurchase of such insurance or the involvement of the successful Bidder in any legal or equitable defense of any action brought against the successful Bidder based upon work performed pursuant to the Contract will not waive any defense which the State, its agencies and their respective officers, employees and agents might otherwise have against such claims, specifically including the defense of sovereign immunity, where applicable, and by the terms of this section, the State and all agencies, officers and employees thereof shall not be financially responsible for the consequences of work performed, pursuant to said contract.

#### 4.4 RIGHT TO AUDIT RECORDS

- 4.4.1 The Owner shall have the right to audit the books and records of a Contractor or any Subcontractor under any Contract or Subcontract to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 4.4.2 Said books and records shall be maintained by the Contractor for a period of seven (7) years from the date of final payment under the Prime Contract and by the Subcontractor for a period of seven (7) years from the date of final payment under the Subcontract.

### ARTICLE 5: SUBCONTRACTORS

#### 5.1 SUBCONTRACTING REQUIREMENTS

- 5.1.1 All contracts for the construction, reconstruction, alteration or repair of any public building (not a road, street or highway) shall be subject to the following provisions:
1. A contract shall be awarded only to a Bidder whose Bid is accompanied by a statement containing, for each Subcontractor category, the name and address (city or town and State only – street number and P.O. Box addresses not required) of the subcontractor whose services the Bidder intends to use in performing the Work and providing the material for such Subcontractor category.

2. A Bid will not be accepted nor will an award of any Contract be made to any Bidder which, as the Prime Contractor, has listed itself as the Subcontractor for any Subcontractor unless:
  - A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder's firm;
  - B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licenses; and
  - C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.
- 5.1.2 The decision of the awarding Agency as to whether a Bidder who list itself as the Subcontractor for a Subcontractor category shall be final and binding upon all Bidders, and no action of any nature shall lie against any awarding agency or its employees or officers because of its decision in this regard.
- 5.1.3 After such a Contract has been awarded, the successful Bidder shall not substitute another Subcontractor for any Subcontractor whose name was set forth in the statement which accompanied the Bid without the written consent of the awarding Agency.
- 5.1.4 No Agency shall consent to any substitution of Subcontractors unless the Agency is satisfied that the Subcontractor whose name is on the Bidders accompanying statement:
  - A. Is unqualified to perform the work required;
  - B. Has failed to execute a timely reasonable Subcontract;
  - C. Has defaulted in the performance on the portion of the work covered by the Subcontract; or
  - D. Is no longer engaged in such business.
- 5.1.5 Should a Bidder be awarded a contract, such successful Bidder shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.
- 5.1.6 The Contractor may employ additional Subcontractors on the jobsite only after submitting a copy of the Subcontractor's Employee Drug Testing Program to the Owner for approval. A Contractor or Subcontractor shall not commence work until the Owner has concluded its review and determined that the submitted Employee Drug Testing Program complies with OMB Regulation 4104.

5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

- 5.2.1 Should the Contractor fail to utilize any or all of the Subcontractors in the Contractor's Bid statement in the performance of the Work on the public bidding, the Contractor shall be penalized in the amount of (project specific amount\*). The Agency may determine to deduct payments of the penalty from the Contractor or have the amount paid directly to the Agency. Any penalty amount assessed against the Contractor may be remitted or refunded, in whole or in part, by the Agency awarding the Contract, only if it is established to the satisfaction of the Agency that the Subcontractor in question has defaulted or is no longer engaged in such business. No claim for the remission or refund of any penalty shall be granted unless an application is filed within one year after the liability of the successful Bidder accrues. All penalty amounts assessed and not refunded or remitted to the contractor shall be reverted to the State.

\*one (1) percent of contract amount not to exceed \$10,000

5.3 ASBESTOS ABATEMENT

- 5.3.1 The selection of any Contractor to perform asbestos abatement for State-funded projects shall be approved by the Office of Management and Budget, Division of Facilities Management pursuant to Chapter 78 of Title 16.

5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED

- 5.4.1 All Contracts shall conform with the standard established by the Delaware Architectural Accessibility Board unless otherwise exempted by the Board.

5.5 CONTRACT PERFORMANCE

- 5.5.1 Any firm entering into a Public Works Contract that neglects or refuses to perform or fails to comply with its terms, the Agency may terminate the Contract and proceed to award a new Contract or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond.

**ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS**

- 6.1 The Owner reserves the right to simultaneously perform other construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other Projects at the same site.
- 6.2 The Contractor shall afford the Owner and other Contractors reasonable opportunity for access and storage of materials and equipment, and for the performance of their activities, and shall connect and coordinate their activities with other forces as required by the Contract Documents.

**ARTICLE 7: CHANGES IN THE WORK**

- 7.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of Additions, Deletions, Modifications or Substitutions, with the Contract Sum and Contract completion date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Professional, as the duly authorized agent, the Contractor and the Owner.

- 7.2 The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.
- 7.3 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and the Architect. In all cases, this cost or credit shall be based on the 'DPE' wages required and the "invoice price" of the materials/equipment needed.
- 7.3.1 "DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes prevailing wage rates plus a maximum multiplier of 1.35 times DPE. For example, if the prevailing wage rate is \$50/hour, the DPE would be \$67.50/hour (50 x 1.35).
- 7.3.2 "Invoice price" of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, (or subcontractor), to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the "Means Building Construction Cost Data" publication.
- 7.3.3 In addition to the above, the General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor's own forces. For additional subcontractor work, the Subcontractor is allowed a fifteen (15) percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven and one half percent (7.5%) on the subcontractors work. These mark-ups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc. No markup is permitted on the work of the subcontractors subcontractor. No additional costs shall be allowed for changes related to the Contractor's onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.

## **ARTICLE 8: TIME**

- 8.1 Time limits, if any, are as stated in the Project Manual. By executing the Agreement, the Contractor confirms that the stipulated limits are reasonable, and that the Work will be completed within the anticipated time frame.
- 8.2 If progress of the Work is delayed at any time by changes ordered by the Owner, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended for such reasonable time as the Owner may determine.
- 8.3 Any extension of time beyond the date fixed for completion of the construction and acceptance of any part of the Work called for by the Contract, or the occupancy of the building by the Owner, in whole or in part, previous to the completion shall not be deemed a waiver by the Owner of his right to annul or terminate the Contract for abandonment or delay in the matter provided for, nor relieve the Contractor of full responsibility.

#### 8.4 SUSPENSION AND DEBARMENT

8.4.1 Per Section 6962(d)(14), Title 29, Delaware Code, "Any Contractor who fails to perform a public works contract or complete a public works project within the time schedule established by the Agency in the Invitation To Bid, may be subject to Suspension or Debarment for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the Project."

8.4.2 "Upon such failure for any of the above stated reasons, the Agency that contracted for the public works project may petition the Director of the Office of Management and Budget for Suspension or Debarment of the Contractor. The Agency shall send a copy of the petition to the Contractor within three (3) working days of filing with the Director. If the Director concludes that the petition has merit, the Director shall schedule and hold a hearing to determine whether to suspend the Contractor, debar the Contractor or deny the petition. The Agency shall have the burden of proving, by a preponderance of the evidence, that the Contractor failed to perform or complete the public works project within the time schedule established by the Agency and failed to do so for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the project. Upon a finding in favor of the Agency, the Director may suspend a Contractor from Bidding on any project funded, in whole or in part, with public funds for up to 1 year for a first offense, up to 3 years for a second offense and permanently debar the Contractor for a third offense. The Director shall issue a written decision and shall send a copy to the Contractor and the Agency. Such decision may be appealed to the Superior Court within thirty (30) days for a review on the record."

#### 8.5 RETAINAGE

8.5.1 Per Section 6962(d)(5) a.3, Title 29, Delaware Code: The Agency may at the beginning of each public works project establish a time schedule for the completion of the project. If the project is delayed beyond the completion date due to the Contractor's failure to meet their responsibilities, the Agency may forfeit, at its discretion, all or part of the Contractor's retainage.

8.5.2 This forfeiture of retainage also applies to the timely completion of the punchlist. A punchlist will only be prepared upon the mutual agreement of the Owner, Architect and Contractor. Once the punchlist is prepared, all three parties will by mutual agreement, establish a schedule for its completion. Should completion of the punchlist be delayed beyond the established date due to the Contractor's failure to meet their responsibilities, the Agency may hold permanently, at its discretion, all or part of the Contractor's retainage.

### ARTICLE 9: PAYMENTS AND COMPLETION

#### 9.1 APPLICATION FOR PAYMENT

9.1.1 Applications for payment shall be made upon AIA Document G702. There will be a five percent (5%) retainage on all Contractor's monthly invoices until completion of the project. This retainage may become payable upon receipt of all required closeout documentation, provided all other requirements of the Contract Documents have been met.

9.1.2 A date will be fixed for the taking of the monthly account of work done. Upon receipt of Contractor's itemized application for payment, such application will be audited, modified, if found necessary, and approved for the amount. Statement shall be submitted to the Owner.

9.1.3 Section 6516, Title 29 of the Delaware Code annualized interest is not to exceed 12% per annum beginning thirty (30) days after the "presentment" (as opposed to the date) of the invoice.

## 9.2 PARTIAL PAYMENTS

9.2.1 Any public works Contract executed by any Agency may provide for partial payments at the option of the Owner with respect to materials placed along or upon the sites or stored at secured locations, which are suitable for use in the performance of the contract.

9.2.2 When approved by the agency, partial payment may include the values of tested and acceptable materials of a nonperishable or noncontaminative nature which have been produced or furnished for incorporation as a permanent part of the work yet to be completed, provided acceptable provisions have been made for storage.

9.2.2.1 Any allowance made for materials on hand will not exceed the delivered cost of the materials as verified by invoices furnished by the Contractor, nor will it exceed the contract bid price for the material complete in place.

9.2.3 If requested by the Agency, receipted bills from all Contractors, Subcontractors, and material, men, etc., for the previous payment must accompany each application for payment. Following such a request, no payment will be made until these receipted bills have been received by the Owner.

## 9.3 SUBSTANTIAL COMPLETION

9.3.1 When the building has been made suitable for occupancy, but still requires small items of miscellaneous work, the Owner will determine the date when the project has been substantially completed.

9.3.2 If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and without terminating the Contract, the Owner may make payment of the balance due for the portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment that it shall not constitute a waiver of claims.

9.3.3 On projects where commissioning is included, the commissioning work as defined in the specifications must be complete prior to the issuance of substantial completion.

## 9.4 FINAL PAYMENT

9.4.1 Final payment, including the five percent (5%) retainage if determined appropriate, shall be made within thirty (30) days after the Work is fully completed and the Contract fully performed and provided that the Contractor has submitted the following closeout documentation (in addition to any other documentation required elsewhere in the Contract Documents):

9.4.1.1 Evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid,

9.4.1.2 An acceptable RELEASE OF LIENS,

9.4.1.3 Copies of all applicable warranties,

9.4.1.4 As-built drawings,

- 9.4.1.5 Operations and Maintenance Manuals,
- 9.4.1.6 Instruction Manuals,
- 9.4.1.7 Consent of Surety to final payment.
- 9.4.1.8 The Owner reserves the right to retain payments, or parts thereof, for its protection until the foregoing conditions have been complied with, defective work corrected and all unsatisfactory conditions remedied.

#### **ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY**

- 10.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all reasonable precautions to prevent damage, injury or loss to: workers, persons nearby who may be affected, the Work, materials and equipment to be incorporated, and existing property at the site or adjacent thereto. The Contractor shall give notices and comply with applicable laws ordinances, rules regulations, and lawful orders of public authorities bearing on the safety of persons and property and their protection from injury, damage, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.
- 10.2 The Contractor shall notify the Owner in the event any existing hazardous material such as lead, PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a qualified specialist for the identification, testing, removal, handling and protection against exposure or environmental pollution, to comply with applicable regulation laws and ordinances. The Contractor and Architect will not be required to participate in or to perform this operation. Upon completion of this work, the Owner will notify the Contractor and Architect in writing the area has been cleared and approved by the authorities in order for the work to proceed. The Contractor shall attach documentation from the authorities of said approval.
- 10.3 As required in the Hazardous Chemical Information Act of June 1984, all vendors supplying any materials that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a warning caution on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation. Material Safety Data Sheets must be provided directly to the Owner along with the shipping slips that include those products.
- 10.4 The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

#### **ARTICLE 11: INSURANCE AND BONDS**

- 11.1 The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. The Contractor shall carry such insurance coverage as they desire on their own property such as a field office, storage sheds or other structures erected upon the project site that belong to them and for their own use. The Subcontractors involved with this project shall carry whatever insurance protection they consider necessary to cover the loss of any of their personal property, etc.

- 11.2 Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein, and submit one (1) copy of each certificate, to the Owner, within 20 days of contract award.
- 11.3 Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to demolition work and evidence of these coverages shall be filed with and approved by the Owner.
- 11.4 The Contractor's Property Damage Liability Insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by the Contractor or their Subcontractors during the entire construction period on this project.
- 11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, may be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.
- 11.6 Certificates of the insurance company or companies stating the amount and type of coverage, terms of policies, etc., shall be furnished to the Owner, within 20 days of contract award.
- 11.7 The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:
- 11.7.1 Contractor's Contractual Liability Insurance
- Minimum coverage to be:
- |                 |   |   |
|-----------------|---|---|
| Bodily Injury   | \$500,000<br>\$1,000,000<br>\$1,000,000 | for each person<br>for each occurrence<br>aggregate |
| Property Damage | \$500,000<br>\$1,000,000                | for each occurrence<br>aggregate                    |
- 11.7.2 Contractor's Protective Liability Insurance
- Minimum coverage to be:
- |                 |   |   |
|-----------------|---|---|
| Bodily Injury   | \$500,000<br>\$1,000,000<br>\$1,000,000 | for each person<br>for each occurrence<br>aggregate |
| Property Damage | \$500,000<br>\$500,000                  | for each occurrence<br>aggregate                    |

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

Bodily Injury	\$1,000,000	for each person
	\$1,000,000	for each occurrence
Property Damage	\$500,000	per accident

11.7.4 Prime Contractor's and Subcontractors' policies shall include contingent and contractual liability coverage in the same minimum amounts as 11.7.1 above.

11.7.5 Workmen's Compensation (including Employer's Liability):

11.7.5.1 Minimum Limit on employer's liability to be as required by law.

11.7.5.2 Minimum Limit for all employees working at one site.

11.7.6 Certificates of Insurance must be filed with the Owner guaranteeing fifteen (15) days prior notice of cancellation, non-renewal, or any change in coverages and limits of liability shown as included on certificates.

11.7.7 Social Security Liability

11.7.7.1 With respect to all persons at any time employed by or on the payroll of the Contractor or performing any work for or on their behalf, or in connection with or arising out of the Contractor's business, the Contractor shall accept full and exclusive liability for the payment of any and all contributions or taxes or unemployment insurance, or old age retirement benefits, pensions or annuities now or hereafter imposed by the Government of the United States and the State or political subdivision thereof, whether the same be measured by wages, salaries or other remuneration paid to such persons or otherwise.

11.7.7.2 Upon request, the Contractor shall furnish Owner such information on payrolls or employment records as may be necessary to enable it to fully comply with the law imposing the aforesaid contributions or taxes.

11.7.7.3 If the Owner is required by law to and does pay any and/or all of the aforesaid contributions or taxes, the Contractor shall forthwith reimburse the Owner for the entire amount so paid by the Owner.

**ARTICLE 12: UNCOVERING AND CORRECTION OF WORK**

12.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of two years from the date of Substantial Completion, or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.

12.2 At any time during the progress of the work, or in any case where the nature of the defects shall be such that it is not expedient to have them corrected, the Owner, at their option, shall have the right to deduct such sum, or sums, of money from the amount of the contract as they consider justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

## **ARTICLE 13: MISCELLANEOUS PROVISIONS**

### **13.1 CUTTING AND PATCHING**

- 13.1.1 The Contractor shall be responsible for all cutting and patching. The Contractor shall coordinate the work of the various trades involved.

### **13.2 DIMENSIONS**

- 13.2.1 All dimensions shown shall be verified by the Contractor by actual measurements at the project site. Any discrepancies between the drawings and specifications and the existing conditions shall be referred to the Owner for adjustment before any work affected thereby has been performed.

### **13.3 LABORATORY TESTS**

- 13.3.1 Any specified laboratory tests of material and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Owner and reports of such tests shall be submitted to the Owner. The cost of the testing shall be paid for by the Contractor.
- 13.3.2 The Contractor shall furnish all sample materials required for these tests and shall deliver same without charge to the testing laboratory or other designated agency when and where directed by the Owner.

### **13.4 ARCHAEOLOGICAL EVIDENCE**

- 13.4.1 Whenever, in the course of construction, any archaeological evidence is encountered on the surface or below the surface of the ground, the Contractor shall notify the authorities of the State Historic Preservation Office and suspend work in the immediate area for a reasonable time to permit those authorities, or persons designated by them, to examine the area and ensure the proper removal of the archaeological evidence for suitable preservation by the Division of Historical and Cultural Affairs.

### **13.5 GLASS REPLACEMENT AND CLEANING**

- 13.5.1 The General Contractor shall replace without expense to the Owner all glass broken during the construction of the project. If job conditions warrant, at completion of the job the General Contractor shall have all glass cleaned and polished.

### **13.6 WARRANTY**

- 13.6.1 For a period of two (2) years from the date of substantial completion, as evidenced by the date of final acceptance of the work, the contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material or workmanship performed by the contractor or any of his subcontractors or suppliers. However, manufacturer's warranties and guarantees, if for a period longer than two (2) years, shall take precedence over the above warranties. The contractor shall remedy, at his own expense, any such failure to conform or any such defect. The protection of this warranty shall be included in the Contractor's Performance Bond.

#### **ARTICLE 14: TERMINATION OF CONTRACT**

- 14.1 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the costs of finishing the Work exceed any unpaid compensation due the Contractor, the Contractor shall pay the difference to the Owner.
- 14.2 "If the continuation of this Agreement is contingent upon the appropriation of adequate state, or federal funds, this Agreement may be terminated on the date beginning on the first fiscal year for which funds are not appropriated or at the exhaustion of the appropriation. The Owner may terminate this Agreement by providing written notice to the parties of such non-appropriation. All payment obligations of the Owner will cease upon the date of termination. Notwithstanding the foregoing, the Owner agrees that it will use its best efforts to obtain approval of necessary funds to continue the Agreement by taking appropriate action to request adequate funds to continue the Agreement."

**END OF SECTION**

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## DRUG TESTING FORMS

The Office of Management and Budget (OMB) has developed the 4014 regulations as part of the Delaware Code that requires Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part without public funds pursuant to 29 **Del.C.** §6908(a)(6). The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated for reference into the Contract awarded pursuant to 29 **Del.C.** §6962. Sample copies of Testing Report Forms maintained and/or submitted pursuant to the requirements of 4104 regulations for this Project are included herewith.

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**EMPLOYEE DRUG TESTING REPORT FORM**

**Period Ending:**\_\_\_\_\_

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds maintain testing data that includes but is not limited to the data elements below.

Project Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

Contractor/Subcontractor Name: \_\_\_\_\_

Contractor/Subcontractor Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Number of employees who worked on the jobsite during the report period:\_\_\_\_\_

Number of employees subject to random testing during the report period:\_\_\_\_\_

Number of Negative Results \_\_\_\_\_ Number of Positive Results \_\_\_\_\_

Action taken on employee(s) in response to a failed or positive random test:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

This form is not required to be submitted to the Owner. Included as a reference to show information required to be maintained by the Contractor. The Owner shall have the right to periodically audit all Contractor and Subcontractor test results at the Contractor's or Subcontractor's offices (or by other means to make the data available for inspection by the Owner).

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**EMPLOYEE DRUG TESTING  
REPORT OF POSITIVE RESULTS**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds to notify the Owner in writing of a positive random drug test.

Project Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

Contractor/Subcontractor Name: \_\_\_\_\_

Contractor/Subcontractor Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of employee with positive test result: \_\_\_\_\_

Last 4 digits of employee SSN: \_\_\_\_\_

Date test results received: \_\_\_\_\_

Action taken on employee in response to a positive test result:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized Representative of Contractor/Subcontractor: \_\_\_\_\_

(typed or printed)

Authorized Representative of Contractor/Subcontractor: \_\_\_\_\_

(signature)

Date: \_\_\_\_\_

**This form shall be sent by mail to the Owner within 24 hours of receipt of test results.**

**Enclose this test results form in a sealed envelope with the notation "Drug Testing Form – DO NOT OPEN" on the face thereof and place in a separate mailing envelope.**

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FIRE ALARM REPLACEMENT  
WILMINGTON DMV  
2230 HESSLER BOULEVARD, NEW CASTLE, DE 19720  
CONTRACT NO. MC5511000029

**AFFIDAVIT OF  
CRAFT TRAINING COMPLIANCE**

We, the contractor, hereby certify that we and all applicable subcontractors will abide by the contractor and subcontractor craft training requirements outlined below for the duration of the contract. Craft training must be provided by a contractor and/or subcontractor for each craft on a project for which there are Delaware Department of Labor approved and registered training programs. A list of crafts for which there are approved and registered training programs is maintained by the Delaware Department of Labor and can be found at [https://det.delawareworks.com/apprenticeship/documents/Apprenticeship Occupation List for 29Del6962 Compliance.pdf](https://det.delawareworks.com/apprenticeship/documents/Apprenticeship%20Occupation%20List%20for%20Del6962%20Compliance.pdf). If you have questions regarding craft training programs, please submit them in writing to the Delaware Department of Labor at: [apprenticeship@delaware.gov](mailto:apprenticeship@delaware.gov). The Craft Training Compliance Affidavit must be submitted prior to contract execution. In addition to this Affidavit, all information pertaining to craft training for subcontractors must also be submitted prior to contract execution. Information to be provided is the craft, company name, registration number (indicate DE, US DOL or identify other state) or that craft training requirements do not apply and the reason.

In accordance with Title 29, Chapter 69, Section 6962(d)(13) of the Delaware Code, contractors and subcontractors must provide craft training for journeyman and apprentice levels if **all** of the following apply:

- A. A project meets the prevailing wage requirement under Title 29, Chapter 69, Section 6960 of the Delaware Code.
- B. The contractor employs 10 or more total employees.
- C. The project is not a federal highway project

Failure to provide required craft training on the project may subject the successful contractor and/or subcontractor(s) to penalties as outlined in Title 29, Chapter 69, Section 6962(d)(13) of the Delaware Code.

**Craft(s)**

**Contractor Name:**

**Contractor Address:**

**Contractor Program**

**Registration Number(s)**

On this line also indicate whether DE, Other State (identify) or US Registration Number

**Or**

☐ **Craft Training requirements are not applicable because:**

**Authorized Representative (typed or printed):**

**Authorized Representative (signature):**

**Title:**

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires \_\_\_\_\_, NOTARY PUBLIC \_\_\_\_\_.

**THIS PAGE MUST BE SIGNED AND NOTARIZED TO BE CONSIDERED.**

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## SECTION 01 10 00

### SUMMARY

#### PART 1 GENERAL

##### 1.01 PROJECT

- A. Project Name: Fire Alarm Replacement at the Wilmington DMV.
- B. Owner's Name: Office of Management and Budget (OMB).
- C. Agency Name: Delaware Department of Transportation (DelDOT).
- D. Architect / Engineer's Name: Studio JAED (SJ).
- E. The base scope of the Project consists of the replacement of the building fire alarm systems as indicated in the drawings and specifications.

##### 1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Division 00.

##### 1.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of alterations work is shown on drawings and described in the specifications.
- B. Replace the following systems, complete all work including operational mechanical and electrical work and finishes:
  - 1. Provide new fire alarm systems and demolish existing fire alarm systems. Contractor is to provide a fire watch as required by NFPA for any duration in which the building is without fire alarm protection..
- C. Fire Alarm: Alter existing system and add new construction, keeping existing in operation.
- D. Security System: Alter existing system and add new construction, keeping existing in operation.

##### 1.04 WORK BY OWNER

- A. None.

##### 1.05 OWNER OCCUPANCY

- A. Owner intends to continue to occupy the existing building during the entire construction period.
- B. Cooperate with Owner and DFM to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner's occupancy.

##### 1.06 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to the building premises and building exterior.
- B. This project will require multiple electrical shutdowns.
- C. All work is to be performed during overnight hours. Weekends may be available for work if permitted by owner.
  - 1. During general weekdays, work may begin no earlier than 7:00 PM and work must be completed and the area completely cleaned and in original condition for daily operation no later than 6:00 AM.
  - 2. During Wednesdays, contractor may begin work no earlier than 10:00 PM and work must be completed and the area completely cleaned and in original condition for daily operation no later than 10:00 AM.
  - 3. Weekends may be available for work if permitted by, scheduled with and approved in advance by the owner -- solely at the discretion of the owner.
- D. Cutting and Patching - The contractor shall provide cutting, patching, and painting to match of all wall and/or ceiling materials as required for routing of cable, installation of devices, or demolition of existing devices or cables.

- E. Patching and Painting - Following demolition of existing fire alarm devices, the contractor shall perform the following patching and painting scope.
  - 1. Wall-mounted devices on masonry walls - Provide masonry infill.
  - 2. Wall-mounted devices on gypsum board or plaster walls - Provide gypsum board, plaster, and/or joint compound for infill, paint to match surrounding wall area.
  - 3. Ceiling-mounted devices in ACT ceilings - Provide new ceiling tile to match existing ceiling tiles.
  - 4. Ceiling-mounted devices in gypsum board or plaster ceilings - Provide gypsum board, plaster, and/or joint compound for infill, paint to match surrounding wall area.
- F. Provide access to and from site as required by law and by Owner:
  - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
  - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
  - 3. Adhere to DFM's guidelines regarding entrance and egress to the site as identified during the pre-bid meeting.
- G. Utility Outages and Shutdown:
  - 1. Limit disruption of utility services to hours the building is unoccupied.
  - 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without two weeks notice to Owner and authorities having jurisdiction.
  - 3. Prevent accidental disruption of utility services to other facilities.
  - 4. Coordinate any interruption and/or shutdown of utilities with the Owner at least 7 days in advance of the anticipated interruption and/or shutdown. Limit any interruptions/shutdowns to the absolute minimum amount of time.
  - 5. The owner reserves the right to reschedule construction shutdowns with minimal warning to the contractor as required to respond to emergencies.
  - 6. During any shutdown of a critical building system, including but not limited to sprinklers, fire alarm system, electrical, or HVAC -- the contractor shall work continuously around the clock until the building system is restored.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 20 00**  
**PRICE AND PAYMENT PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Change procedures.

**1.02 SCHEDULE OF VALUES**

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- B. Forms filled out by hand will not be accepted.
- C. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.

**1.03 APPLICATIONS FOR PROGRESS PAYMENTS**

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Execute certification by signature of authorized officer.
- E. Submit three copies of each Application for Payment.

**1.04 MODIFICATION PROCEDURES**

- A. For minor changes not involving an adjustment to the Contract Price or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
  - 1. The document will describe the required changes and will designate method of determining any change in Contract Price or Contract Time.
  - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 5 days.
- D. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
- E. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

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**SECTION 01 21 00  
ALLOWANCES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Contingency allowance.
- B. Payment and modification procedures relating to allowances.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 20 00 - Price and Payment Procedures: Additional payment and modification procedures.
- B. Section 00 63 73 - Allowance Authorization Form.

**1.03 CONTINGENCY ALLOWANCE**

- A. Funds will be drawn from the Contingency Allowance only by Allowance Authorization Form or Change Order.
- B. Contingency allowance is not to be used for any portion of work indicated in the project documents. The allowance is to be used by written approval only for unforeseen conditions related to correction of existing conditions to conform with project requirements or code requirements..
- C. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

**1.04 ALLOWANCES SCHEDULE**

- A. Contingency Allowance: Include the stipulated sum/price of \$10,000 for use upon Owner's instructions.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

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**SECTION 01 30 00**  
**ADMINISTRATIVE REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Preconstruction meeting.
- B. Site mobilization meeting.
- C. Progress meetings.
- D. Submittals for review, information, and project closeout.
- E. Number of copies of submittals.
- F. Submittal procedures.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 PRECONSTRUCTION MEETING**

- A. Owner will schedule a meeting after Notice of Award.
- B. Attendance Required:
  - 1. Owner.
  - 2. Architect.
  - 3. Contractor.
- C. Agenda:
  - 1. Execution of Owner-Contractor Agreement.
  - 2. Submission of executed bonds and insurance certificates.
  - 3. Distribution of Contract Documents.
  - 4. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
  - 5. Designation of personnel representing the parties to Contract, OMB and Architect.
  - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  - 7. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

**3.02 SITE MOBILIZATION MEETING**

- A. Owner will schedule a meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:
  - 1. Contractor.
  - 2. Owner.
  - 3. Architect.
  - 4. Contractor's Superintendent.
  - 5. Contractor's Project Manager.
  - 6. Major Subcontractors.
- C. Agenda:
  - 1. Use of premises by Owner and Contractor.
  - 2. Owner's requirements and occupancy prior to completion.
  - 3. Construction facilities and controls provided by Contractor and Owner.
  - 4. Security and housekeeping procedures.

5. Schedules.
  6. Application for payment procedures.
  7. Procedures for maintaining record documents.
  8. Requirements for start-up of equipment.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### **3.03 PROGRESS MEETINGS**

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, and Architect, as appropriate to agenda topics for each meeting.
- C. Agenda:
1. Review minutes of previous meetings.
  2. Review of Work progress.
  3. Field observations, problems, and decisions.
  4. Identification of problems that impede, or will impede, planned progress.
  5. Review of submittals schedule and status of submittals.
  6. Maintenance of progress schedule.
  7. Corrective measures to regain projected schedules.
  8. Planned progress during succeeding work period.
  9. Maintenance of quality and work standards.
  10. Effect of proposed changes on progress schedule and coordination.
  11. Other business relating to Work.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### **3.04 CONSTRUCTION PROGRESS SCHEDULE**

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.

### **3.05 SUBMITTALS FOR REVIEW**

- A. When the following are specified in individual sections, submit them for review:
1. Product data.
  2. Shop drawings.
  3. Samples for selection.
  4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

### **3.06 SUBMITTALS FOR INFORMATION**

- A. When the following are specified in individual sections, submit them for information:
1. Design data.
  2. Certificates.
  3. Test reports.
  4. Inspection reports.
  5. Manufacturer's instructions.

6. Manufacturer's field reports.
  7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.

### **3.07 SUBMITTALS FOR PROJECT CLOSEOUT**

- A. When the following are specified in individual sections, submit them at project closeout:
1. Project record documents.
  2. Operation and maintenance data.
  3. Warranties.
  4. Bonds.
  5. Other types as indicated.
- B. Submit for Owner's benefit during and after project completion.

### **3.08 NUMBER OF COPIES OF SUBMITTALS**

- A. Documents for Review:
1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit the number of copies that Contractor requires, plus two copies that will be retained by Architect.
- B. Documents for Information: Submit two copies.
- C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
1. After review, produce duplicates.
  2. Retained samples will not be returned to Contractor unless specifically so stated.

### **3.09 SUBMITTAL PROCEDURES**

- A. Transmit each submittal with approved form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and coordinate submission of related items.
- F. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- G. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- H. Provide space for Contractor and Architect review stamps.
- I. When revised for resubmission, identify all changes made since previous submission.
- J. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- K. Submittals not requested will not be recognized or processed.

**END OF SECTION**

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**SECTION 01 40 00**  
**QUALITY REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Control of installation.
- B. Tolerances.
- C. Testing and inspection services.
- D. Manufacturers' field services.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

**3.02 TOLERANCES**

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

**3.03 TESTING AND INSPECTION**

- A. See individual specification sections for testing required.
- B. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect.
- C. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

**3.04 MANUFACTURERS' FIELD SERVICES**

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment and operation as applicable, and to initiate instructions when necessary.

- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

**3.05 DEFECT ASSESSMENT**

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct an appropriate remedy or adjust payment.

**END OF SECTION**

NOT FOR BIDDING

**SECTION 01 42 16**  
**DEFINITIONS**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Other definitions are included in individual specification sections.

**1.02 DEFINITIONS**

- A. Furnish: To supply, deliver, unload, and inspect for damage.
- B. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- C. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- D. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
- E. Provide: To furnish and install.
- F. Supply: Same as Furnish.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

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**SECTION 01 50 00**  
**TEMPORARY FACILITIES AND CONTROLS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Temporary sanitary facilities.
- B. Security requirements.
- C. Vehicular access and parking.
- D. Waste removal facilities and services.

**1.02 TEMPORARY SANITARY FACILITIES**

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

**1.03 BARRIERS**

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.
- D. Traffic Controls: Coordinate with the Owner and the City of Dover.

**1.04 SECURITY**

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. The contractor is responsible for security of all tools, materials, and completed work.
- C. Coordinate with Owner's security program.

**1.05 VEHICULAR ACCESS AND PARKING**

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Parking is limited in this area. Parking will be coordinated by the contractor and will be off-site.

**1.06 WASTE REMOVAL**

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site daily.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

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**SECTION 01 60 00**  
**PRODUCT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Transportation, handling, storage and protection.
- B. Product option requirements.
- C. Substitution limitations and procedures.
- D. Maintenance materials, including extra materials, spare parts, tools, and software.

**1.02 SUBMITTALS**

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

**PART 2 PRODUCTS**

**2.01 NEW PRODUCTS**

- A. Provide new products unless specifically required or permitted by the Contract Documents.

**2.02 PRODUCT OPTIONS**

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

**2.03 MAINTENANCE MATERIALS**

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

**PART 3 EXECUTION**

**3.01 SUBSTITUTION PROCEDURES**

- A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. A request for substitution constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Will provide the same warranty for the substitution as for the specified product.

3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
  4. Waives claims for additional costs or time extension that may subsequently become apparent.
- D. Substitution Submittal Procedure:
1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
  2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
  3. The submittal of the proposed substitution shall identify all deviations between basis of design and proposed substitution. Any non-identified deviations shall be basis for rejection.
  4. The Architect will notify Contractor in writing of decision to accept or reject request.

### **3.02 TRANSPORTATION AND HANDLING**

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

### **3.03 STORAGE AND PROTECTION**

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.

- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**END OF SECTION**

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**SECTION 01 70 00**  
**EXECUTION AND CLOSEOUT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. Cutting and patching.
- D. Cleaning and protection.
- E. Starting of systems and equipment.
- F. Demonstration and instruction of Owner personnel.
- G. Closeout procedures, except payment procedures.
- H. General requirements for maintenance service.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 10 00 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 30 00 - Administrative Requirements: Submittals procedures.
- C. Section 01 40 00 - Quality Requirements: Testing and inspection procedures.
- D. Section 01 78 00 - Closeout Submittals.
- E. Section 07 84 00 - Firestopping.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather exposed or moisture resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight exposed elements.
  - 5. Work of Owner or separate Contractor.

**1.04 PROJECT CONDITIONS**

- A. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- D. Pest Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- E. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

**1.05 COORDINATION**

- A. See Section 01 10 00 - Summary for occupancy-related requirements.

- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Notify affected utility companies and comply with their requirements.
- D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean-up of work of separate sections.

## **PART 2 PRODUCTS**

### **2.01 PATCHING MATERIALS**

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00 - Product Requirements.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

### **3.02 GENERAL INSTALLATION REQUIREMENTS**

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.

- E. Make neat transitions between different surfaces, maintaining texture and appearance.

### 3.03 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as shown.
  - 2. Report discrepancies to Architect before disturbing existing installation.
  - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove items indicated on drawings.
  - 2. Relocate items indicated on drawings.
  - 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
  - 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- C. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
  - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
  - 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
  - 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
    - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
    - b. Provide temporary connections as required to maintain existing systems in service.
  - 4. Verify that abandoned services serve only abandoned facilities.
  - 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- D. Protect existing work to remain.
  - 1. Prevent movement of structure; provide shoring and bracing if necessary.
  - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  - 3. Repair adjacent construction and finishes damaged during removal work.
- E. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- F. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- G. Refinish existing surfaces as indicated:
  - 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.

2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- H. Clean existing systems and equipment.
- I. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- J. Do not begin new construction in alterations areas before demolition is complete.
- K. Comply with all other applicable requirements of this section.

### **3.04 CUTTING AND PATCHING**

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
  1. Complete the work.
  2. Fit products together to integrate with other work.
  3. Provide openings for penetration of mechanical, electrical, and other services.
  4. Match work that has been cut to adjacent work.
  5. Repair areas adjacent to cuts to required condition.
  6. Repair new work damaged by subsequent work.
  7. Remove samples of installed work for testing when requested.
  8. Remove and replace defective and non-conforming work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00 - Firestopping, to full thickness of the penetrated element.
- J. Patching:
  1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
  2. Match color, texture, and appearance.
  3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

### **3.05 PROGRESS CLEANING**

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

### **3.06 PROTECTION OF INSTALLED WORK**

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

### **3.07 SYSTEM STARTUP**

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify that wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- F. Submit a written report that equipment or system has been properly installed and is functioning correctly.

### **3.08 DEMONSTRATION AND INSTRUCTION**

- A. See Section 01 79 00 - Demonstration and Training.
- B. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner personnel in detail to explain all aspects of operation and maintenance.
- C. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

### **3.09 ADJUSTING**

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

### **3.10 FINAL CLEANING**

- A. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- B. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- C. Clean debris from roofs, gutters, downspouts, and drainage systems.
- D. Clean site; sweep paved areas, rake clean landscaped surfaces.
- E. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

### **3.11 CLOSEOUT PROCEDURES**

- A. Make submittals that are required by governing or other authorities.
- B. Notify Architect when work is considered ready for Substantial Completion.

- C. Provide operation and maintenance manuals for all installed equipment and devices, as-built drawings (PDF), and all inspection certificates as two (2) bound hardcopies and two (2) archival-grade (gold foil) DVDs.
- D. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's review.
- E. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner-occupied areas.
- F. Notify Architect when work is considered finally complete.
- G. Complete items of work determined by Architect's final inspection.
- H. Provide completed documentation as follows:
  - 1. Consent to Surety of Final Payment (AIA 707)
  - 2. Certificate of Substantial Completion (AIA G704)
  - 3. Contractor Satisfaction of Debt and Claims (AIA G706)
  - 4. Release of Liens for the Contractor, his Subcontractors, and his Suppliers (AIA G706A)

### **3.12 MAINTENANCE**

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

**END OF SECTION**

## **SECTION 01 74 19**

### **CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

#### **PART 1 GENERAL**

##### **1.01 WASTE MANAGEMENT REQUIREMENTS**

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. This project is dependent on diversion of 75 percent, by weight, of potential landfill trash/waste by recycling and/or salvage.
- E. Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, incineration, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports.
- F. Contractor shall develop and follow a Waste Management Plan designed to implement these requirements.
- G. Methods of trash/waste disposal that are not acceptable are:
  - 1. Burning on the project site.
  - 2. Burying on the project site.
  - 3. Dumping or burying on other property, public or private.
  - 4. Other illegal dumping or burying.
- H. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

##### **1.02 RELATED REQUIREMENTS**

- A. Section 01 10 00 - Summary: List of items to be salvaged from the existing building for relocation in project or for Owner.
- B. Section 01 30 00 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.
- C. Section 01 50 00 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.
- D. Section 01 60 00 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.
- E. Section 01 70 00 - Execution and Closeout Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

##### **1.03 DEFINITIONS**

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.

- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

#### 1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Waste Management Plan: Include the following information:
  - 1. Analysis of the trash and waste projected to be generated during the entire project construction cycle, including types and quantities.
  - 2. Landfill Options: The name, address, and telephone number of the landfill(s) where trash/waste will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all project trash/waste in the landfill(s).
- C. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
  - 1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
  - 2. Submit Report on a form acceptable to Owner.
  - 3. Landfill Disposal: Include the following information:
    - a. Identification of material.
    - b. Amount, in tons or cubic yards, of trash/waste material from the project disposed of in landfills.
    - c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
    - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
  - 4. Incinerator Disposal: Include the following information:
    - a. Identification of material.
    - b. Amount, in tons or cubic yards, of trash/waste material from the project delivered to incinerators.

- c. State the identity of incinerators, total amount of fees paid to incinerator, and total disposal cost.
  - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
- 5. Recycled and Salvaged Materials: Include the following information for each:
  - a. Identification of material, including those retrieved by installer for use on other projects.
  - b. Amount, in tons or cubic yards, date removed from the project site, and receiving party.
  - c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
  - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
  - e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
- 6. Material Reused on Project: Include the following information for each:
  - a. Identification of material and how it was used in the project.
  - b. Amount, in tons or cubic yards.
  - c. Include weight tickets as evidence of quantity.
- 7. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

## **PART 2 PRODUCTS**

### **2.01 PRODUCT SUBSTITUTIONS**

- A. See Section 01 60 00 - Product Requirements for substitution submission procedures.

## **PART 3 EXECUTION**

### **3.01 WASTE MANAGEMENT PROCEDURES**

- A. See Section 01 30 00 - Administrative Requirements for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. See Section 01 50 00 - Temporary Facilities and Controls for additional requirements related to trash/waste collection and removal facilities and services.
- C. See Section 01 60 00 - Product Requirements for waste prevention requirements related to delivery, storage, and handling.
- D. See Section 01 70 00 - Execution and Closeout Requirements for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

### **3.02 WASTE MANAGEMENT PLAN IMPLEMENTATION**

- A. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Architect.
- B. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- C. Meetings: Discuss trash/waste management goals and issues at project meetings.
  - 1. Pre-construction meeting.
  - 2. Regular job-site meetings.
- D. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
  - 1. Provide containers as required.
  - 2. Provide adequate space for pick-up and delivery and convenience to subcontractors.

- 3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- E. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- F. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- G. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

**END OF SECTION**

WASTE MANAGEMENT PROGRESS REPORT				
MATERIAL CATEGORY	DISPOSED IN MUNICIPAL SOLID WASTE LANDFILL	DIVERTED FROM LANDFILL BY RECYCLING, SALVAGE OR REUSE		
		Recycled	Salvaged	Reused
1. Acoustical Ceiling Tiles				
2. Asphalt				
3. Asphalt Shingles				
4. Cardboard Packaging				
5. Carpet and Carpet Pad				
6. Concrete				
7. Drywall				
8. Fluorescent Lights and Ballasts				
9. Land Clearing Debris				
10. Metals				
11. Paint (through hazardous waste outlets)				
12. Wood				
13. Plastic Film (sheeting, shrink wrap, packaging)				
14. Window Glass				
15. Field Office Waste (office paper, aluminum cans, glass, plastic, and coffee cardboard)				
16. Other (insert description)				
17. Other (insert description)				
Total (In Weight)		(TOTAL OF ALL ABOVE VALUES – IN WEIGHT)		
		Percentage of Waste Diverted		(TOTAL WASTE DIVIDED BY TOTAL DIVERTED)

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**SECTION 01 78 00**  
**CLOSEOUT SUBMITTALS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Section 01 70 00 - Execution and Closeout Requirements: Contract closeout procedures.
- C. Individual Product Sections: Specific requirements for operation and maintenance data.
- D. Individual Product Sections: Warranties required for specific products or Work.

**1.03 SUBMITTALS**

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
  - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
  - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
  - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
  - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
  - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
  - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
  - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.
- D. Project Record Submittals to be Submitted with Final Payment Application:
  - 1. Form G704 Substantial Completion (Issued by Architect)
  - 2. Form G706 Affidavit of Payment of Debts and Claims
  - 3. Form 706A Release of Liens by Contractor and Subcontractors
  - 4. Form 707 Consent to Surety of Final Payment
  - 5. Certificate of Occupancy as Applicable.
  - 6. Inspection Certificates as Applicable
  - 7. Environmental Certificates as Applicable
  - 8. Warranties, Including Letter of Guarantee and Warranty Information
  - 9. Operation and Maintenance Manuals
  - 10. Hard Copy of As-Built Drawings
  - 11. Two DVDs with All Project Record Submittals (Gold-Foil, Archival Grade DVDs)

12. Testing and Balancing Reports
13. Pest Control Inspection Report and Warranty as Applicable
14. Record Shop Drawings and Submittals
15. Affidavit of Discharge of State Tax Liability
16. Copy of Completed Punch List with Letter From Contractor Stating All Items Have Been Completed

## **PART 2 PRODUCTS - NOT USED**

## **PART 3 EXECUTION**

### **3.01 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  1. Drawings.
  2. Addenda.
  3. Change Orders and other modifications to the Contract.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Record Drawings : Legibly mark each item to record actual construction including:
  1. Field changes of dimension and detail.
  2. Details not on original Contract drawings.

### **3.02 OPERATION AND MAINTENANCE DATA**

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

### **3.03 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS**

- A. For Each Item of Equipment and Each System:
  1. Description of unit or system, and component parts.
  2. Identify function, normal operating characteristics, and limiting conditions.
  3. Include performance curves, with engineering data and tests.
  4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- D. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- E. Provide servicing and lubrication schedule, and list of lubricants required.

- F. Include manufacturer's printed operation and maintenance instructions.
- G. Include sequence of operation by controls manufacturer.
- H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- I. Additional Requirements: As specified in individual product specification sections.

### **3.04 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS**

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

### **3.05 WARRANTIES AND BONDS**

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

**END OF SECTION**

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**SECTION 01 79 00**  
**DEMONSTRATION AND TRAINING**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Demonstration of products and systems where indicated in specific specification sections.
- B. Training of Owner personnel in operation and maintenance is required for:
  - 1. Fire alarm systems and equipment.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 78 00 - Closeout Submittals: Operation and maintenance manuals.
- B. Section 01 91 13 - General Commissioning Requirements: Additional requirements applicable to demonstration and training.
- C. Other Specification Sections: Additional requirements for demonstration and training.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Training Plan: Owner will designate personnel to be trained; tailor training to needs and skill-level of attendees.
  - 1. Submit to Architect for transmittal to Owner.
  - 2. Submit not less than four weeks prior to start of training.
  - 3. Revise and resubmit until acceptable.
  - 4. Provide an overall schedule showing all training sessions.
  - 5. Include at least the following for each training session:
    - a. Identification, date, time, and duration.
    - b. Description of products and/or systems to be covered.
    - c. Name of firm and person conducting training; include qualifications.
    - d. Intended audience, such as job description.
    - e. Objectives of training and suggested methods of ensuring adequate training.
    - f. Methods to be used, such as classroom lecture, live demonstrations, hands-on, etc.
    - g. Media to be used, such as slides, hand-outs, etc.
    - h. Training equipment required, such as projector, projection screen, etc., to be provided by Contractor.
- C. Training Manuals: Provide training manual for each attendee; allow for minimum of two attendees per training session.
  - 1. Include applicable portion of O&M manuals.
  - 2. Include copies of all hand-outs, slides, overheads, video presentations, etc., that are not included in O&M manuals.
  - 3. Provide one extra copy of each training manual to be included with operation and maintenance data.
- D. Training Reports:
  - 1. Identification of each training session, date, time, and duration.
  - 2. Sign-in sheet showing names and job titles of attendees.
  - 3. List of attendee questions and written answers given, including copies of and references to supporting documentation required for clarification; include answers to questions that could not be answered in original training session.

**1.04 QUALITY ASSURANCE**

- A. Instructor Qualifications: Familiar with design, operation, maintenance and troubleshooting of the relevant products and systems.

1. Provide as instructors the most qualified trainer of those contractors and/or installers who actually supplied and installed the systems and equipment.
2. Where a single person is not familiar with all aspects, provide specialists with necessary qualifications.

## **PART 2 PRODUCTS - NOT USED**

## **PART 3 EXECUTION**

### **3.01 DEMONSTRATION - GENERAL**

- A. Demonstrations conducted during system start-up do not qualify as demonstrations for the purposes of this section, unless approved in advance by Owner.
- B. Demonstration may be combined with Owner personnel training if applicable.
- C. Operating Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, seasonal changeover, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.
  1. Perform demonstrations not less than two weeks prior to Substantial Completion.
  2. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- D. Non-Operating Products: Demonstrate cleaning, scheduled and preventive maintenance, and repair procedures.
  1. Perform demonstrations not less than two weeks prior to Substantial Completion.

### **3.02 TRAINING - GENERAL**

- A. Conduct training on-site unless otherwise indicated.
- B. Owner will provide classroom and seating at no cost to Contractor.
- C. Provide training in minimum two hour segments.
- D. Provide minimum 8 hours of training.
- E. Training schedule will be subject to availability of Owner's personnel to be trained; re-schedule training sessions as required by Owner; once schedule has been approved by Owner failure to conduct sessions according to schedule will be cause for Owner to charge Contractor for personnel "show-up" time.
- F. Review of Facility Policy on Operation and Maintenance Data: During training discuss:
  1. The location of the O&M manuals and procedures for use and preservation; backup copies.
  2. Typical contents and organization of all manuals, including explanatory information, system narratives, and product specific information.
  3. Typical uses of the O&M manuals.
- G. Product- and System-Specific Training:
  1. Review the applicable O&M manuals.
  2. For systems, provide an overview of system operation, design parameters and constraints, and operational strategies.
  3. Review instructions for proper operation in all modes, including start-up, shut-down, seasonal changeover and emergency procedures, and for maintenance, including preventative maintenance.
  4. Provide hands-on training on all operational modes possible and preventive maintenance.
  5. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.
  6. Discuss common troubleshooting problems and solutions.
  7. Discuss any peculiarities of equipment installation or operation.

8. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.
  9. Review recommended tools and spare parts inventory suggestions of manufacturers.
  10. Review spare parts and tools required to be furnished by Contractor.
  11. Review spare parts suppliers and sources and procurement procedures.
- H. Be prepared to answer questions raised by training attendees; if unable to answer during training session, provide written response within three days.

**END OF SECTION**

NOT FOR BIDDING

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**SECTION 01 91 13**  
**GENERAL COMMISSIONING REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Commissioning is intended to achieve the following specific objectives; this section specifies the Contractor's responsibilities for commissioning:
  - 1. Verify that the work is installed in accordance with the Contract Documents and the manufacturer's recommendations and instructions, and that it receives adequate operational checkout prior to startup: Startup reports and Prefunctional Checklists executed by Contractor are utilized to achieve this.
  - 2. Verify and document that functional performance is in accordance with the Contract Documents: Functional Tests executed by Contractor and witnessed by the Commissioning Authority are utilized to achieve this.
  - 3. Verify that operation and maintenance manuals submitted to Owner are complete: Detailed operation and maintenance (O&M) data submittals by Contractor are utilized to achieve this.
  - 4. Verify that the Owner's operating personnel are adequately trained: Formal training conducted by Contractor is utilized to achieve this.
- B. Commissioning, including Functional Tests, O&M documentation review, and training, is to occur after startup and initial checkout and be completed before Substantial Completion
- C. The Commissioning Authority directs and coordinates all commissioning activities; this section describes some but not all of the Commissioning Authority's responsibilities.

**1.02 SCOPE OF COMMISSIONING**

- A. The following are to be commissioned:
- B. Electronic Safety and Security:
  - 1. Fire and smoke alarms.
- C. Other equipment and systems explicitly identified elsewhere in Contract Documents as requiring commissioning.

**1.03 RELATED REQUIREMENTS**

- A. Section 01 78 00 - Closeout Submittals: Scope and procedures for operation and maintenance manuals and project record documents.
- B. Section 01 79 00 - Demonstration and Training: Scope and procedures for Owner personnel training.

**1.04 REFERENCE STANDARDS**

- A. PEI (Samples) - Sample Forms for Prefunctional Checklists and Functional Performance Tests.

**1.05 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures; except:
  - 1. Make all submittals specified in this section, and elsewhere where indicated for commissioning purposes, directly to the Commissioning Authority, unless they require review by Architect; in that case, submit to Architect first.
  - 2. Submit one copy to the Commissioning Authority, not to be returned.
  - 3. Make commissioning submittals on time schedule specified by Commissioning Authority.
  - 4. Submittals indicated as "Draft" are intended for the use of the Commissioning Authority in preparation of Prefunctional Checklists or Functional Test requirements; submit in editable electronic format, Microsoft Word 2010 preferred.

5. As soon as possible after submittals made to Architect are approved, submit copy of approved submittal to the Commissioning Authority.
- B. Manufacturers' Instructions: Submit copies of all manufacturer-provided instructions that are shipped with the equipment as soon as the equipment is delivered.
- C. Product Data: If submittals to Architect do not include the following, submit copies as soon as possible:
  1. Manufacturer's product data, cut sheets, and shop drawings.
  2. Manufacturer's installation instructions.
  3. Startup, operating, and troubleshooting procedures.
  4. Fan and pump curves.
  5. Factory test reports.
  6. Warranty information, including details of Owner's responsibilities in regard to keeping warranties in force.
- D. Startup Plans and Reports.
- E. Completed Prefunctional Checklists.

## **PART 2 PRODUCTS**

### **2.01 TEST EQUIPMENT**

- A. Provide all standard testing equipment required to perform startup and initial checkout and required Functional Testing; unless otherwise noted such testing equipment will NOT become the property of Owner.
- B. Equipment-Specific Tools: Where special testing equipment, tools and instruments are specific to a piece of equipment, are only available from the vendor, and are required in order to accomplish startup or Functional Testing, provide such equipment, tools, and instruments as part of the work at no extra cost to Owner; such equipment, tools, and instruments are to become the property of Owner.
- C. Dataloggers: Independent equipment and software for monitoring flows, currents, status, pressures, etc. of equipment.
  1. Dataloggers required to for Functional Tests will be provided by the Commissioning Authority and will not become the property of Owner.

## **PART 3 EXECUTION**

### **3.01 COMMISSIONING PLAN**

- A. Commissioning Authority has prepared the Commissioning Plan.
  1. Attend meetings called by the Commissioning Authority for purposes of completing the commissioning plan.
  2. Require attendance and participation of relevant subcontractors, installers, suppliers, and manufacturer representatives.
- B. Contractor is responsible for compliance with the Commissioning Plan.
- C. Commissioning Plan: The commissioning schedule, procedures, and coordination requirements for all parties in the commissioning process.
- D. Commissioning Schedule:
  1. Submit anticipated dates of startup of each item of equipment and system to Commissioning Authority within 60 days after award of Contract.
  2. Re-submit anticipated startup dates monthly, but not less than 4 weeks prior to startup.
  3. Prefunctional Checklists and Functional Tests are to be performed in sequence from components, to subsystems, to systems.
  4. Provide sufficient notice to Commissioning Authority for delivery of relevant Checklists and Functional Test procedures, to avoid delay.

### 3.02 STARTUP PLANS AND REPORTS

- A. Startup Plans: For each item of equipment and system for which the manufacturer provides a startup plan, submit the plan not less than 8 weeks prior to startup.
- B. Startup Reports: For each item of equipment and system for which the manufacturer provides a startup checklist (or startup plan or field checkout sheet), document compliance by submitting the completed startup checklist prior to startup, signed and dated by responsible entity.
- C. Submit directly to the Commissioning Authority.

### 3.03 PREFUNCTIONAL CHECKLISTS

- A. A Prefunctional Checklist is required to be filled out for each item of equipment or other assembly specified to be commissioned.
  - 1. No sampling of identical or near-identical items is allowed.
  - 2. These checklists do not replace manufacturers' recommended startup checklists, regardless of apparent redundancy.
  - 3. Prefunctional Checklist forms will not be complete until after award of the contract; the following types of information will be gathered via the completed Checklist forms:
    - a. Certification by installing contractor that the unit is properly installed, started up, and operating and ready for Functional Testing.
    - b. Confirmation of receipt of each shop drawing and commissioning submittal specified, itemized by unit.
    - c. Manufacturer, model number, and relevant capacity information; list information "as specified," "as submitted," and "as installed."
    - d. Serial number of installed unit.
    - e. List of inspections to be conducted to document proper installation prior to startup and Functional Testing; these will be primarily static inspections and procedures; for equipment and systems may include normal manufacturer's start-up checklist items and minor testing.
    - f. Sensor and actuator calibration information.
  - 4. Samples of Prefunctional Checklist forms that indicate anticipated level of detail can be found at <http://www.peci.org/library/mcpgs.htm>.
- B. Contractor is responsible for filling out Prefunctional Checklists, after completion of installation and before startup; witnessing by the Commissioning Authority is not required unless otherwise specified.
  - 1. Each line item without deficiency is to be witnessed, initialed, and dated by the actual witness; checklists are not complete until all line items are initialed and dated complete without deficiencies.
  - 2. Checklists with incomplete items may be submitted for approval provided the Contractor attests that incomplete items do not preclude the performance of safe and reliable Functional Testing; re-submission of the Checklist is required upon completion of remaining items.
  - 3. Individual Checklists may contain line items that are the responsibility of more than one installer; Contractor shall assign responsibility to appropriate installers or subcontractors, with identification recorded on the form.
  - 4. If any Checklist line item is not relevant, record reasons on the form.
  - 5. Contractor may independently perform startup inspections and/or tests, at his option.
  - 6. Regardless of these reporting requirements, Contractor is responsible for correct startup and operation.
  - 7. Submit completed Checklists to Commissioning Authority within two days of completion.
- C. Commissioning Authority is responsible for furnishing the Prefunctional Checklists to Contractor.

1. Initial Drafts: Contractor is responsible for initial draft of Prefunctional Checklist where so indicated in the Contract Documents.
  2. Provide all additional information requested by Commissioning Authority to aid in preparation of checklists, such as shop drawing submittals, manufacturers' startup checklists, and O&M data.
  3. Commissioning Authority may add any relevant items deemed necessary regardless of whether they are explicitly mentioned in the Contract Documents or not.
  4. When asked to review the proposed Checklists, do so in a timely manner.
- D. Commissioning Authority Witnessing: Required for:
1. Each piece of primary equipment, unless sampling of multiple similar units is allowed by the commissioning plan.
  2. A sampling of non-primary equipment, as allowed by the commissioning plan.
- E. Deficiencies: Correct deficiencies and re-inspect or re-test, as applicable, at no extra cost to Owner.
1. If difficulty in correction would delay progress, report deficiency to the Commissioning Authority immediately.

### 3.04 FUNCTIONAL TESTS

- A. A Functional Test is required for each item of equipment, system, or other assembly specified to be commissioned, unless sampling of multiple identical or near-identical units is allowed by the final test procedures.
- B. Contractor is responsible for execution of required Functional Tests, after completion of Prefunctional Checklist and before closeout.
- C. Commissioning Authority is responsible for witnessing and reporting results of Functional Tests, including preparation and completion of forms for that purpose.
- D. Contractor is responsible for correction of deficiencies and re-testing at no extra cost to Owner; if a deficiency is not corrected and re-tested immediately, the Commissioning Authority will document the deficiency and the Contractor's stated intentions regarding correction.
1. Deficiencies are any condition in the installation or function of a component, piece of equipment or system that is not in compliance with the Contract Documents or does not perform properly.
  2. When the deficiency has been corrected, the Contractor completes the form certifying that the item is ready to be re-tested and returns the form to the Commissioning Authority; the Commissioning Authority will reschedule the test and the Contractor shall re-test.
  3. Identical or Near-Identical Items: If 10 percent, or three, whichever is greater, of identical or near-identical items fail to perform due to material or manufacturing defect, all items will be considered defective; provide a proposal for correction within 2 weeks after notification of defect, including provision for testing sample installations prior to replacement of all items.
  4. Contractor shall bear the cost of Owner and Commissioning Authority personnel time witnessing re-testing.
  5. Contractor shall bear the cost of Owner and Commissioning Authority personnel time witnessing re-testing if the test failed due to failure to execute the relevant Prefunctional Checklist correctly; if the test failed for reasons that would not have been identified in the Prefunctional Checklist process, Contractor shall bear the cost of the second and subsequent re-tests.
- E. Functional Test Procedures:
1. Some test procedures are included in the Contract Documents; where Functional Test procedures are not included in the Contract Documents, test procedures will be determined by the Commissioning Authority with input by and coordination with Contractor.
  2. Examples of Functional Testing:

- a. Test the dynamic function and operation of equipment and systems (rather than just components) using manual (direct observation) or monitoring methods under full operation (e.g., the chiller pump is tested interactively with the chiller functions to see if the pump ramps up and down to maintain the differential pressure setpoint).
  - b. Systems are tested under various modes, such as during low cooling or heating loads, high loads, component failures, unoccupied, varying outside air temperatures, fire alarm, power failure, etc.
  - c. Systems are run through all the HVAC control system's sequences of operation and components are verified to be responding as the sequence's state.
  - d. Traditional air or water test and balancing (TAB) is not Functional Testing; spot checking of TAB by demonstration to the Commissioning Authority is Functional Testing.
3. Samples of Functional Test forms that indicate anticipated level of detail can be found at <http://www.peci.org/library/mcpgs.htm>.
- F. Deferred Functional Tests: Some tests may need to be performed later, after substantial completion, due to partial occupancy, equipment, seasonal requirements, design or other site conditions; performance of these tests remains the Contractor's responsibility regardless of timing.

### 3.05 TEST PROCEDURES - GENERAL

- A. Provide skilled technicians to execute starting of equipment and to execute the Functional Tests. Ensure that they are available and present during the agreed upon schedules and for sufficient duration to complete the necessary tests, adjustments and problem-solving.
- B. Provide all necessary materials and system modifications required to produce the flows, pressures, temperatures, and conditions necessary to execute the test according to the specified conditions. At completion of the test, return all affected equipment and systems to their pre-test condition.
- C. Sampling: Where Functional Testing of fewer than the total number of multiple identical or near-identical items is explicitly permitted, perform sampling as follows:
  1. Identical Units: Defined as units with same application and sequence of operation; only minor size or capacity difference.
  2. Sampling is not allowed for:
    - a. Major equipment.
    - b. Life-safety-critical equipment.
    - c. Prefunctional Checklist execution.
  3. XX = the percent of the group of identical equipment to be included in each sample; defined for specific type of equipment.
  4. YY = the percent of the sample that if failed will require another sample to be tested; defined for specific type of equipment.
  5. Randomly test at least XX percent of each group of identical equipment, but not less than three units. This constitutes the "first sample."
  6. If YY percent of the units in the first sample fail, test another XX percent of the remaining identical units.
  7. If YY percent of the units in the second sample fail, test all remaining identical units.
  8. If frequent failures occur, resulting in more troubleshooting than testing, the Commissioning Authority may stop the testing and require Contractor to perform and document a checkout of the remaining units prior to continuing testing.
- D. Manual Testing: Use hand-held instruments, immediate control system readouts, or direct observation to verify performance (contrasted to analyzing monitored data taken over time to make the "observation").

- E. Simulating Conditions: Artificially create the necessary condition for the purpose of testing the response of a system; for example apply hot air to a space sensor using a hair dryer to see the response in a VAV box.
- F. Simulating Signals: Disconnect the sensor and use a signal generator to send an amperage, resistance or pressure to the transducer and control system to simulate the sensor value.
- G. Over-Writing Values: Change the sensor value known to the control system in the control system to see the response of the system; for example, change the outside air temperature value from 50 degrees F to 75 degrees F to verify economizer operation.
- H. Indirect Indicators: Remote indicators of a response or condition, such as a reading from a control system screen reporting a damper to be 100 percent closed, are considered indirect indicators.
- I. Monitoring: Record parameters (flow, current, status, pressure, etc.) of equipment operation using dataloggers or the trending capabilities of the relevant control systems; where monitoring of specific points is called for in Functional Test Procedures:
  - 1. All points that are monitored by the relevant control system shall be trended by Contractor; at the Commissioning Authority's request, Contractor shall trend up to 20 percent more points than specified at no extra charge.
  - 2. Other points will be monitored by the Commissioning Authority using dataloggers.
  - 3. At the option of the Commissioning Authority, some control system monitoring may be replaced with datalogger monitoring.
  - 4. Provide hard copies of monitored data in columnar format with time down left column and at least 5 columns of point values on same page.
  - 5. Graphical output is desirable and is required for all output if the system can produce it.
  - 6. Monitoring may be used to augment manual testing.

### **3.06 OPERATION AND MAINTENANCE MANUALS**

- A. See Section 01 78 00 for additional requirements.
- B. Add design intent documentation furnished by Architect to manuals prior to submission to Owner.
- C. Submit manuals related to items that were commissioned to Commissioning Authority for review; make changes recommended by Commissioning Authority.
- D. Commissioning Authority will add commissioning records to manuals after submission to Owner.

**END OF SECTION**

**SECTION 02 41 00**  
**DEMOLITION**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Selective demolition of building elements for alteration purposes.

**1.02 REFERENCE STANDARDS**

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations.

**PART 2 PRODUCTS -- NOT USED**

**PART 3 EXECUTION**

**3.01 GENERAL PROCEDURES AND PROJECT CONDITIONS**

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Obtain required permits.
  - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
  - 3. Provide, erect, and maintain temporary barriers and security devices.
  - 4. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
  - 5. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
  - 6. Do not close or obstruct roadways or sidewalks without permit.
  - 7. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Do not begin removal until built elements to be salvaged or relocated have been removed.
- D. Protect existing structures and other elements that are not to be removed.
  - 1. Provide bracing and shoring.
  - 2. Prevent movement or settlement of adjacent structures.
  - 3. Stop work immediately if adjacent structures appear to be in danger.
- E. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.

**3.02 EXISTING UTILITIES**

- A. Protect existing utilities to remain from damage.
- B. Do not close, shut off, or disrupt existing life safety systems that are in use without at least two weeks prior written notification to Owner.
- C. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least two weeks prior written notification to Owner.
- D. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.

- E. Prepare building demolition areas by disconnecting and capping utilities outside the demolition zone; identify and mark utilities to be subsequently reconnected, in same manner as other utilities to remain.

### **3.03 SELECTIVE DEMOLITION FOR ALTERATIONS**

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as shown.
  - 2. Report discrepancies to Architect before disturbing existing installation.
  - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
- C. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
  - 2. Remove items indicated on drawings.
- D. Services (Including but not limited to HVAC, Plumbing, Electrical, and Telecommunications: Remove existing systems and equipment as indicated.
  - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
  - 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
  - 3. Verify that abandoned services serve only abandoned facilities before removal.
  - 4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
- E. Protect existing work to remain.
  - 1. Prevent movement of structure; provide shoring and bracing if necessary.
  - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  - 3. Repair adjacent construction and finishes damaged during removal work.
  - 4. Patch as specified for patching new work.

### **3.04 DEBRIS AND WASTE REMOVAL**

- A. Remove debris, junk, and trash from site.
- B. Remove from site all materials not to be reused on site; .
- C. Leave site in clean condition, ready for subsequent work.
- D. Clean up spillage and wind-blown debris from public and private lands.

**END OF SECTION**

**SECTION 07 84 00**  
**FIRESTOPPING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Firestopping systems.
- B. Firestopping of all joints and penetrations in fire-resistance rated and smoke-resistant assemblies, whether indicated on drawings or not, and other openings indicated.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 70 00 - Execution and Closeout Requirements: Cutting and patching.

**1.03 REFERENCE STANDARDS**

- A. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
- B. ASTM E814 - Standard Test Method for Fire Tests of Penetration Firestop Systems.
- C. ITS (DIR) - Directory of Listed Products.
- D. FM 4991 - Approval Standard for Firestop Contractors.
- E. FM P7825 - Approval Guide; Factory Mutual Research Corporation.
- F. SCAQMD 1168 - Adhesive and Sealant Applications.
- G. UL (FRD) - Fire Resistance Directory.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Schedule of Firestopping: List each type of penetration, fire rating of the penetrated assembly, and firestopping test or design number.
- C. Product Data: Provide data on product characteristics, performance ratings, and limitations.
- D. Manufacturer's Installation Instructions: Indicate preparation and installation instructions.
- E. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- F. Certificate from authority having jurisdiction indicating approval of materials used.
- G. Qualification statements for installing mechanics.

**1.05 QUALITY ASSURANCE**

- A. Fire Testing: Provide firestopping assemblies of designs that provide the scheduled fire ratings when tested in accordance with methods indicated.
  - 1. Listing in the current-year classification or certification books of UL, FM, or ITS (Warnock Hersey) will be considered as constituting an acceptable test report.
  - 2. Valid evaluation report published by ICC Evaluation Service, Inc. (ICC-ES) at [www.icc-es.org](http://www.icc-es.org) will be considered as constituting an acceptable test report.
  - 3. Submission of actual test reports is required for assemblies for which none of the above substantiation exists.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- C. Installer Qualifications: Company specializing in performing the work of this section and:
  - 1. With minimum 3 years documented experience installing work of this type.
- D. Installing Mechanic's Qualifications: Trained by firestopping manufacturer and able to provide evidence thereof.

### **1.06 MOCK-UP**

- A. Install one firestopping assembly representative of each fire rating design required on project.
  - 1. Where one design may be used for different penetrating items or in different wall constructions, install one assembly for each different combination.
  - 2. Where firestopping is intended to fill a linear opening, install minimum of 2 linear ft.
- B. Obtain approval of authority having jurisdiction before proceeding.
- C. If accepted, mock-up will represent minimum standard for the Work.
- D. If accepted, mock-up may remain as part of the Work. Remove and replace mock-ups not accepted.

### **1.07 FIELD CONDITIONS**

- A. Comply with firestopping manufacturer's recommendations for temperature and conditions during and after installation. Maintain minimum temperature before, during, and for 3 days after installation of materials.
- B. Provide ventilation in areas where solvent-cured materials are being installed.

## **PART 2 PRODUCTS**

### **2.01 FIRESTOPPING - GENERAL REQUIREMENTS**

- A. Firestopping Materials with Volatile Content: Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No.1168.
- B. Primers, Sleeves, Forms, Insulation, Packing, Stuffing, and Accessories: Type required for tested assembly design.

### **2.02 FIRESTOPPING SYSTEMS**

- A. Firestopping: Any material meeting requirements. Foam, caulk, putty or manufactured device.
  - 1. Fire Ratings: Use any system listed by UL, FM, or ITS (Warnock Hersey) or that has F Rating equal to fire rating of penetrated assembly and minimum T Rating of 0 and that meets all other specified requirements.
  - 2. Fire Ratings: See Drawings for required systems and ratings.
- B. Firestopping at Uninsulated Metallic Pipe and Conduit Penetrations, of diameter 4 inches or less: Any material meeting requirements. Foam, caulk, putty or manufactured device.
- C. Firestopping at Cable Penetrations, not in Conduit or Cable Tray: Any material meeting requirements. Foam, caulk, putty or manufactured device.
  - 1. Firewalls: UL Design No. AJ-3154, F Rating 2 hour. = Design Basis.
- D. Firestopping at Control and Expansion Joints (without Penetrations): Any material meeting requirements and caulk.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify openings are ready to receive the work of this section.

### **3.02 PREPARATION**

- A. Clean substrate surfaces of dirt, dust, grease, oil, loose material, or other matter that could adversely affect bond of firestopping material.
- B. Remove incompatible materials that could adversely affect bond.
- C. Install backing materials to arrest liquid material leakage.

**3.03 INSTALLATION**

- A. Install materials in manner described in fire test report and in accordance with manufacturer's instructions, completely closing openings.
- B. Do not cover installed firestopping until inspected by authority having jurisdiction.
- C. Install labeling required by code.

**3.04 CLEANING**

- A. Clean adjacent surfaces of firestopping materials.

**3.05 PROTECTION**

- A. Clean adjacent surfaces of firestopping materials.
- B. Protect adjacent surfaces from damage by material installation.

**END OF SECTION**

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**SECTION 07 90 05**  
**JOINT SEALERS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Sealants and joint backer rods.
- B. Precompressed foam sealers.
- C. Accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 07 84 00 - Firestopping: Firestopping sealants.

**1.03 REFERENCE STANDARDS**

- A. ASTM C834 - Standard Specification for Latex Sealants.
- B. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications.
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants.
- D. ASTM C1193 - Standard Guide for Use of Joint Sealants.
- E. ASTM D1056 - Standard Specification for Flexible Cellular Materials--Sponge or Expanded Rubber.
- F. ASTM D1667 - Standard Specification for Flexible Cellular Materials--Poly(Vinyl Chloride) Foam (Closed-Cell).
- G. SCAQMD 1168 - Adhesive and Sealant Applications.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.
- C. Samples: Submit two samples, 2 x 1/2 in size illustrating sealant colors for selection.
- D. Manufacturer's Installation Instructions: Indicate special procedures, surface preparation, and perimeter conditions requiring special attention.

**1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum 3 years documented experience.
- B. Applicator Qualifications: Company specializing in performing the work of this section with minimum 3 years experience.

**1.06 FIELD CONDITIONS**

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

**1.07 COORDINATION**

- A. Coordinate the work with all sections referencing this section.

**1.08 WARRANTY**

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight seal, exhibit loss of adhesion or cohesion, or do not cure.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Polyurethane Sealants:
  - 1. Pecora Corporation: [www.pecora.com](http://www.pecora.com).
  - 2. Bostik, Inc [www.bostik-us.com](http://www.bostik-us.com)
  - 3. BASF Construction Chemicals-Building Systems: [www.chemrex.com](http://www.chemrex.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Acrylic Sealants (ASTM C920):
  - 1. Pecora Corporation; [www.pecora.com](http://www.pecora.com).
  - 2. Tremco, Inc [www.tremcosealants.com](http://www.tremcosealants.com).
  - 3. Bostik, Inc. [www.bostik-us.com](http://www.bostik-us.com).
- C. Preformed Compressible Foam Sealers and backer rods:
  - 1. Sandell Manufacturing Company, Inc: [www.sandellmfg.com](http://www.sandellmfg.com).
  - 2. Emseal Joint Systems, Ltd.
  - 3. Dayton Superior Corporation: [www.daytonsuperior.com](http://www.daytonsuperior.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
  - 5. Substitutions: See Section 01 60 00 - Product Requirements.

### **2.02 SEALANTS**

- A. Sealants and Primers - General: Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No.1168.
- B. Type 1 - General Purpose Exterior Sealant: Polyurethane; ASTM C920, Grade NS, Class 25, Uses M, G, and A; single component.
  - 1. Color: Standard colors matching finished surfaces.
  - 2. Product: Dynatrol II manufactured by Pecora.
  - 3. Applications: Use for:
    - a. Control, expansion, and soft joints in masonry.
    - b. Joints between concrete and other materials.
    - c. Joints between metal frames and other materials.
    - d. Concealed sealant beads in roofings sheet metal work.
    - e. Other exterior joints for which no other sealant is indicated.
- C. Type 2 - General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C 834, Type OP, Grade NF single component, paintable.
  - 1. Color: Standard colors matching finished surfaces.
  - 2. Product: AC-20 + Silicone manufactured by Pecora.
  - 3. Applications: Use for:
    - a. Interior wall and ceiling control joints.
    - b. Joints between door and window frames and wall surfaces.
    - c. Other interior joints for which no other type of sealant is indicated.
- D. Type 4 - Acoustical Sealant: acrylic sealant; ASTM C 920, Grade NS, Class 12-1/2, Uses M and A; single component, solvent release curing, non-skinning.
  - 1. Product: AIS-919 manufactured by Pecora.
  - 2. Applications: Use for concealed locations only:
    - a. Where shown on plans.
- E. Type 5 - Concrete Paving Joint Sealant: Polyurethane, self-leveling; ASTM C920, Class 25, Uses T, I, M and A; single component.
  - 1. Color: Gray.
  - 2. Product: Dynatred manufactured by Pecora.
  - 3. Applications: Use for:

- a. Joints in sidewalks and vehicular paving.
- b. Where shown on plans.

### **2.03 ACCESSORIES**

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D 1667, closed cell PVC; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that substrate surfaces are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

### **3.02 PREPARATION**

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Protect elements surrounding the work of this section from damage or disfigurement.

### **3.03 INSTALLATION**

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Perform acoustical sealant application work in accordance with ASTM C919.
- D. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- E. Measure joint dimensions and size joint backers to achieve the following, unless otherwise indicated:
  - 1. Width/depth ratio of 2:1.
  - 2. Neck dimension no greater than 1/3 of the joint width.
  - 3. Surface bond area on each side not less than 75 percent of joint width.
- F. Install bond breaker where joint backing is not used.
- G. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- H. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- I. Tool joints concave.
- J. Precompressed Foam Sealant: Do not stretch; avoid joints except at corners, ends, and intersections; install with face 1/8 to 1/4 inch below adjoining surface.
- K. Compression Gaskets: Avoid joints except at ends, corners, and intersections; seal all joints with adhesive; install with face 1/8 to 1/4 inch below adjoining surface.

**3.04 CLEANING**

- A. Clean adjacent soiled surfaces.

**3.05 PROTECTION**

- A. Protect sealants until cured.

**3.06 SCHEDULE**

- A. Exterior Joints for Which No Other Sealant Type is Indicated: Type 1; colors as selected.
- B. Control, Expansion, and Soft Joints in Masonry, and Between Masonry and Adjacent Work: Type 1.
- C. Interior Joints for Which No Other Sealant is Indicated: Type 2; colors as shown on the drawings.
- D. In STC-Rated Walls, Between Metal Stud Track/Runner and Adjacent Construction and Between Outlet Boxes and Gypsum Board: Type 4.

**END OF SECTION**

**SECTION 09 90 00**  
**PAINTS AND COATINGS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Surface preparation.
- B. Field application of paints and other coatings.
- C. Scope: Finish all interior and exterior surfaces exposed to view, where existing devices have been removed related to the fire alarm replacement and unless otherwise indicated.

**1.02 REFERENCE STANDARDS**

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency.
- B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications.
- C. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials.
- D. GreenSeal GS-11 - Paints, Coatings, Stains, and Sealers.
- E. NACE (IMP) - Industrial Maintenance Painting; NACE International; Edition date unknown.
- F. SSPC (PM1) - Good Painting Practice: SSPC Painting Manual, Vol. 1; Society for Protective Coatings.

**1.03 DEFINITIONS**

- A. Conform to ASTM D 16 for interpretation of terms used in this section.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on all finishing products and special coatings, including VOC content.
- C. Manufacturer's Instructions: Indicate special surface preparation procedures and substrate conditions requiring special attention.

**1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum 3 years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum 3 years experience.

**1.06 REGULATORY REQUIREMENTS**

- A. Conform to applicable code for flame and smoke rating requirements for products and finishes.

**1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

### 1.08 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- D. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Provide all paint and coating products from the same manufacturer to the greatest extent possible.
- C. Paints:
  - 1. PPG.
  - 2. Sherwin Williams.
  - 3. Benjamin Moore.
- D. Substitutions: See Section 01 60 00 - Product Requirements.

### 2.02 PAINTS AND COATINGS - GENERAL

- A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
  - 1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
  - 2. Supply each coating material in quantity required to complete entire project's work from a single production run.
  - 3. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
- B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- C. Flammability: Comply with applicable code for surface burning characteristics.

### 2.03 PAINT SYSTEMS - EXTERIOR

- A. Paint CE-OP-3A - Concrete/Masonry, Opaque, Alkyd, 3 Coat:
  - 1. One coat of block filler.
  - 2. Flat: Two coats of alkyd enamel.
- B. Paint ME-OP-3A - Ferrous Metals, Unprimed, Alkyd, 3 Coat:
  - 1. One coat of alkyd primer.
  - 2. Semi-gloss: Two coats of alkyd enamel.

### 2.04 PAINT SYSTEMS - INTERIOR

- A. Paint MI-OP-3L - Ferrous Metals, Unprimed, Latex, 3 Coat:
  - 1. One coat of latex primer.
  - 2. Egg Shell: Two coats of latex enamel; .
- B. Paint MI-OP-2L - Ferrous Metals, Primed, Latex, 2 Coat:

1. Touch-up with latex primer or manufacturer recommended.
2. Semi-gloss: Two coats of latex enamel.
- C. Paint Mgl-OP-3L - Galvanized Metals, Latex, 3 Coat:
  1. One coat galvanize primer.
  2. Egg Shell: Two coats of latex enamel; .
- D. Paint Mal-OP-3L - Aluminum, Unprimed, Latex, 3 Coat:
  1. One coat etching primer.
  2. Egg Shell: Two coats of latex enamel.
- E. Paint CI-OP-3E - Concrete/Masonry, Epoxy Enamel, 3 Coat:
  1. One coat of catalyzed epoxy primer.
  2. Egg Shell: Two coats of catalyzed epoxy enamel.
- F. Paint GI-OP-3L - Gypsum Board/Plaster, Latex, 3 Coat:
  1. One coat of alkyd or latex primer sealer.
  2. Eggshell: Two coats of latex enamel.

## **2.05 ACCESSORY MATERIALS**

- A. Accessory Materials: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required to achieve the finishes specified whether specifically indicated or not; commercial quality.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.

### **3.02 PREPARATION**

- A. Clean surfaces thoroughly and correct defects prior to coating application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Surfaces: Correct defects and clean surfaces which affect work of this section. Remove or repair existing coatings that exhibit surface defects.
- D. Marks: Seal with shellac or stain blocker those which may bleed through surface finishes.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Concrete and Unit Masonry Surfaces to be Painted: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.
- G. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.
- H. Plaster Surfaces to be Painted: Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.

- I. Uncorroded Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by power tool wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.
- J. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
- K. Interior Wood Surfaces to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.
- L. Interior Wood Surfaces to Receive Transparent Finish: Wipe off dust and grit prior to sealing, seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after sealer has dried; sand lightly between coats. Prime concealed surfaces with gloss varnish reduced 25 percent with thinner.

### **3.03 APPLICATION**

- A. Apply products in accordance with manufacturer's instructions.
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance.
- D. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

### **3.04 FIELD QUALITY CONTROL**

- A. See Section 01 40 00 - Quality Requirements, for general requirements for field inspection.
- B. Owner will provide field inspection.

### **3.05 CLEANING**

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

### **3.06 PROTECTION**

- A. Protect finished coatings until completion of project.
- B. Touch-up damaged coatings after Substantial Completion.

### **3.07 SCHEDULE - COLORS**

- A. Match color at each location to be patched and painted.

**END OF SECTION**

**SECTION 26 05 01**  
**MINOR ELECTRICAL DEMOLITION**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Electrical demolition.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 70 00 - Execution and Closeout Requirements: Additional requirements for alterations work.

**PART 2 PRODUCTS**

**2.01 MATERIALS AND EQUIPMENT**

- A. Materials and equipment for patching and extending work: As specified in individual sections.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify field measurements and circuiting arrangements are as shown on Drawings.
- B. Verify that abandoned wiring and equipment serve only abandoned facilities.
- C. Demolition drawings are based on casual field observation.
- D. Report discrepancies to Owner before disturbing existing installation.
- E. Report discrepancies to Architect before disturbing existing installation.
- F. Beginning of demolition means installer accepts existing conditions.

**3.02 PREPARATION**

- A. Disconnect electrical systems in walls, floors, and ceilings to be removed.
- B. Coordinate utility service outages with utility company.
- C. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.
- D. Existing Electrical Service: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Minimize outage duration.
  - 1. Obtain permission from Owner at least 24 hours before partially or completely disabling system.
  - 2. Make temporary connections to maintain service in areas adjacent to work area.
- E. Existing Fire Alarm System: Maintain existing system in service until new system is accepted. Disable system only to make switchovers and connections. Minimize outage duration.
  - 1. Notify Owner before partially or completely disabling system.
  - 2. Notify local fire service.
  - 3. Make notifications at least 24 hours in advance.
  - 4. Make temporary connections to maintain service in areas adjacent to work area.

**3.03 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK**

- A. Remove, relocate, and extend existing installations to accommodate new construction.
- B. Remove abandoned wiring to source of supply.
- C. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.

- D. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets that are not removed.
- E. Disconnect and remove abandoned panelboards and distribution equipment.
- F. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.
- G. Disconnect and remove abandoned luminaires. Remove brackets, stems, hangers, and other accessories.
- H. Repair adjacent construction and finishes damaged during demolition and extension work.
- I. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.
- J. Extend existing installations using materials and methods compatible with existing electrical installations, or as specified.

#### **3.04 CLEANING AND REPAIR**

- A. Clean and repair existing materials and equipment that remain or that are to be reused.
- B. Panelboards: Clean exposed surfaces and check tightness of electrical connections. Replace damaged circuit breakers and provide closure plates for vacant positions. Provide typed circuit directory showing revised circuiting arrangement.
- C. Luminaires: Remove existing luminaires for cleaning. Use mild detergent to clean all exterior and interior surfaces; rinse with clean water and wipe dry. Replace lamps, ballasts and broken electrical parts.
- D. Any lighting or ceiling-mounted devices removed during construction must be reinstalled.

**END OF SECTION**

## **SECTION 26 05 19**

### **LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (600V&LESS)**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Single conductor building wire.
- B. Metal-clad cable.
- C. Wire and cable for 600 volts and less.
- D. Wiring connectors.
- E. Electrical tape.
- F. Wire pulling lubricant.
- G. Cable ties.

##### **1.02 RELATED REQUIREMENTS**

- A. Section 07 84 00 - Firestopping.
- B. Section 26 05 01 - Minor Electrical Demolition: Disconnection, removal, and/or extension of existing electrical conductors and cables.
- C. Section 26 05 26 - Grounding and Bonding for Electrical Systems: Additional requirements for grounding conductors and grounding connectors.
- D. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

##### **1.03 REFERENCE STANDARDS**

- A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire.
- B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft.
- C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes.
- D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation.
- E. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape.
- F. NECA 1 - Standard for Good Workmanship in Electrical Construction.
- G. NECA 120 - Standard for Installing Armored Cable (AC) and Metal-Clad Cable (MC).
- H. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy.
- I. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems.
- J. NFPA 70 - National Electrical Code.
- K. UL 44 - Thermoset-Insulated Wires and Cables.
- L. UL 83 - Thermoplastic-Insulated Wires and Cables.
- M. UL 486A-486B - Wire Connectors.
- N. UL 486C - Splicing Wire Connectors.
- O. UL 486D - Sealed Wire Connector Systems.
- P. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape.

- Q. UL 1569 - Metal-Clad Cables.

#### **1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
  2. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.
  3. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

#### **1.05 SUBMITTALS**

- A. See Section 01 33 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide for each cable assembly type.
- C. Samples of Actual Product Delivered: Submit one 18 inch length of cable assembly from each reel.
1. Select each length to include complete set of manufacturer markings.
  2. Attach tag indicating cable size and application information.
- D. Test Reports: Indicate procedures and values obtained.
- E. Design Data: Indicate voltage drop and ampacity calculations for aluminum conductors substituted for copper conductors. Include proposed modifications to raceways, boxes, wiring gutters, enclosures, etc. to accommodate substituted conductors.
- F. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- G. Project Record Documents: Record actual locations of components and circuits.

#### **1.06 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

#### **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Receive, inspect, handle, and store conductors and cables in accordance with manufacturer's instructions.

#### **1.08 FIELD CONDITIONS**

- A. Do not install or otherwise handle thermoplastic-insulated conductors at temperatures lower than 14 degrees F, unless otherwise permitted by manufacturer's instructions. When installation below this temperature is unavoidable, notify Architect and obtain direction before proceeding with work.

### **PART 2 PRODUCTS**

#### **2.01 CONDUCTOR AND CABLE APPLICATIONS**

- A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.

- B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.
- C. Concealed Dry Interior Locations: Use only building wire in raceway type THHN/THHW.
- D. Exposed Dry Interior Locations: Use only building wire in raceway type THHN/THHW.
- E. Above Accessible Ceilings: Use only building wire in raceway type THHN.
- F. Wet or Damp Interior Locations: Use only building wire in raceway type THW.
- G. Exterior Locations: Use only building wire in raceway type THHW.
- H. Use solid conductor for feeders and branch circuits 10 AWG and smaller.
- I. Use solid conductors for control circuits.
- J. Use conductor not smaller than 12 AWG for power and lighting circuits.
- K. Use conductor not smaller than 16 AWG for control circuits.
- L. Use 10 AWG conductors for 20 ampere, 120 volt branch circuits longer than 75 feet.
- M. Use 10 AWG conductors for 20 ampere, 277 volt branch circuits longer than 200 feet.

## **2.02 CONDUCTOR AND CABLE MANUFACTURERS**

- A. Cerro Wire LLC: [www.cerrowire.com](http://www.cerrowire.com).
- B. Southwire Company: [www.southwire.com](http://www.southwire.com).
- C. Substitutions: See Section 01 60 00 - Product Requirements.

## **2.03 CONDUCTOR AND CABLE GENERAL REQUIREMENTS**

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose indicated.
- C. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
- D. Comply with NEMA WC 70.
- E. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- F. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
- G. Conductor Material:
  - 1. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B 787M unless otherwise indicated.
  - 2. Tinned Copper Conductors: Comply with ASTM B33.
- H. Minimum Conductor Size: 12 AWG.
  - 1. Branch Circuits: 12 AWG.
    - a. Exceptions:
      - 1) 20 A, 120 V circuits longer than 75 feet: 10 AWG, for voltage drop.
      - 2) 20 A, 120 V circuits longer than 150 feet: 8 AWG, for voltage drop.
      - 3) 20 A, 277 V circuits longer than 150 feet: 10 AWG, for voltage drop.
  - 2. Control Circuits: 14 AWG.
- I. Conductor Color Coding:
  - 1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
  - 2. Color Coding Method: Integrally colored insulation.

- a. Conductors size 4 AWG and larger may have black insulation color coded using vinyl color coding electrical tape.
- 3. Color Code:
  - a. 480Y/277 V, 3 Phase, 4 Wire System:
    - 1) Phase A: Brown.
    - 2) Phase B: Orange.
    - 3) Phase C: Yellow.
    - 4) Neutral/Grounded: Gray.
  - b. 208Y/120 V, 3 Phase, 4 Wire System:
    - 1) Phase A: Black.
    - 2) Phase B: Red.
    - 3) Phase C: Blue.
    - 4) Neutral/Grounded: White.
  - c. Equipment Ground, All Systems: Green.
  - d. For modifications or additions to existing wiring systems, comply with existing color code when existing code complies with NFPA 70 and is approved by the authority having jurisdiction.
  - e. For control circuits, comply with manufacturer's recommended color code.

#### **2.04 SINGLE CONDUCTOR BUILDING WIRE**

- A. Description: Single conductor insulated wire.
- B. Conductor Stranding:
  - 1. Feeders and Branch Circuits:
    - a. Size 10 AWG and Smaller: Solid.
    - b. Size 8 AWG and Larger: Stranded.
- C. Insulation Voltage Rating: 600 V.
- D. Insulation:
  - 1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2, except as indicated below.
- E. Conductor: Copper.
  - 1. For Sizes Smaller Than 4 AWG: Copper.
  - 2. For Sizes 4 AWG and Larger: Copper.
- F. Insulation Voltage Rating: 600 volts.
- G. Insulation: NFPA 70, Type THHW/THWN/THHN/THW.
- H. Insulation: Thermoplastic material rated 75/90 degrees C.

#### **2.05 METAL-CLAD CABLE**

- A. Manufacturers:
  - 1. AFC Cable Systems Inc: [www.afcweb.com/#sle](http://www.afcweb.com/#sle).
  - 2. Encore Wire Corporation: [www.encorewire.com/#sle](http://www.encorewire.com/#sle).
  - 3. Southwire Company: [www.southwire.com/#sle](http://www.southwire.com/#sle).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: NFPA 70, Type MC cable listed and labeled as complying with UL 1569, and listed for use in classified firestop systems to be used.
- C. Conductor Stranding:
  - 1. Size 10 AWG and Smaller: Solid.
  - 2. Size 8 AWG and Larger: Stranded.
- D. Insulation Voltage Rating: 600 V.
- E. Insulation: Type THHN, THHN/THWN, or THHN/THWN-2.

- F. Provide dedicated neutral conductor for each phase conductor where indicated or required.
- G. Grounding: Full-size integral equipment grounding conductor.
- H. Armor: Steel, interlocked tape.
- I. Provide PVC jacket applied over cable armor where indicated or required for environment of installed location.
- J. Insulation Temperature Rating: 75/90 degrees C.

## **2.06 METAL CLAD CABLE**

- A. Description: NFPA 70, Type MC.
- B. Conductor: Copper.
  - 1. For Sizes Smaller Than 4 AWG: Copper.
  - 2. For Sizes 4 AWG and Larger: Copper.
- C. Insulation Voltage Rating: 600 volts.
- D. Insulation Temperature Rating: 90 degrees C.
- E. Insulation Material: Thermoplastic.
- F. Armor Material: Steel.
- G. Armor Design: Interlocked metal tape.
- H. Jacket: PVC.

## **2.07 WIRING CONNECTORS**

- A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.
- B. Twist-on Insulated Spring Connectors: Rated 600 V, 221 degrees F for standard applications and 302 degrees F for high temperature applications; pre-filled with sealant and listed as complying with UL 486D for damp and wet locations.
  - 1. Manufacturers:
    - a. 3M: [www.3m.com/#sle](http://www.3m.com/#sle).
    - b. Ideal Industries, Inc: [www.idealindustries.com/#sle](http://www.idealindustries.com/#sle).
    - c. NSI Industries LLC: [www.nsiindustries.com/#sle](http://www.nsiindustries.com/#sle).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.

## **2.08 WIRING ACCESSORIES**

- A. Electrical Tape:
  - 1. Manufacturers:
    - a. 3M: [www.3m.com/#sle](http://www.3m.com/#sle).
    - b. Plymouth Rubber Europa: [www.plymouthrubber.com/#sle](http://www.plymouthrubber.com/#sle).
    - c. Substitutions: See Section 01 60 00 - Product Requirements.
  - 2. Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F.
  - 3. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F and suitable for continuous temperature environment up to 221 degrees F.
- B. Wire Pulling Lubricant: Listed; suitable for use with the conductors or cables to be installed and suitable for use at the installation temperature.

1. Manufacturers:
  - a. 3M: [www.3m.com/#sle](http://www.3m.com/#sle).
  - b. American Polywater Corporation: [www.polywater.com/#sle](http://www.polywater.com/#sle).
  - c. Ideal Industries, Inc: [www.idealindustries.com/#sle](http://www.idealindustries.com/#sle).
- C. Cable Ties: Material and tensile strength rating suitable for application.
- D. Split Bolt Connectors: Description: Connector suitable for copper to copper connection tested and listed to UL 486A requirements. Black burn type-H or equal.
  1. Product: Thomas R Betts or equal
  2. Substitutions: See Section 01 60 00 - Product Requirements.
- E. Spring Wire Connectors: Description: Flame retardant thermoplastic shell with plated steel square wire spring gated for 105 degrees C, 600 volts, Thomas and Betts fixed spring wire connectors or equal.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that interior of building has been protected from weather.
- B. Verify that work likely to damage wire and cable has been completed.
- C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.
- D. Verify that raceway installation is complete and supported.
- E. Verify that field measurements are as shown on the drawings.
- F. Verify that conditions are satisfactory for installation prior to starting work.

#### **3.02 PREPARATION**

- A. Clean raceways thoroughly to remove foreign materials before installing conductors and cables.

#### **3.03 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install conductors and cable in a neat and workmanlike manner in accordance with NECA 1.
- C. Install metal-clad cable (Type MC) in accordance with NECA 120.
- D. Installation in Raceway:
  1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
  2. Pull all conductors and cables together into raceway at same time.
  3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
  4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.
- E. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.
- F. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
- G. Terminate cables using suitable fittings.
  1. Metal-Clad Cable (Type MC):
    - a. Use listed fittings.

- b. Cut cable armor only using specialized tools to prevent damaging conductors or insulation. Do not use hacksaw or wire cutters to cut armor.
- H. Install conductors with a minimum of 12 inches of slack at each outlet.
- I. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- J. Make wiring connections using specified wiring connectors.
  - 1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
  - 2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
  - 3. Do not remove conductor strands to facilitate insertion into connector.
  - 4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminants. Do not use wire brush on plated connector surfaces.
- K. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
- L. Insulate ends of spare conductors using vinyl insulating electrical tape.
- M. Field-Applied Color Coding: Where vinyl color coding electrical tape is used in lieu of integrally colored insulation as permitted in Part 2 under "Color Coding", apply half overlapping turns of tape at each termination and at each location conductors are accessible.
- N. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.
- O. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.
- P. Install wire and cable securely, in a neat and workmanlike manner, as specified in NECA 1.
- Q. Route wire and cable as required to meet project conditions.
  - 1. Wire and cable routing indicated is approximate unless dimensioned.
  - 2. Where wire and cable destination is indicated and routing is not shown, determine exact routing and lengths required.
  - 3. Include wire and cable of lengths required to install connected devices within 10 ft of location shown.
- R. Use wiring methods indicated.
- S. Pull all conductors into raceway at same time.
- T. Use suitable wire pulling lubricant for building wire 4 AWG and larger.
- U. Protect exposed cable from damage.
- V. Support cables above accessible ceiling, using spring metal clips or metal cable ties to support cables from structure or ceiling suspension system. Do not rest cable on ceiling panels.
- W. Use suitable cable fittings and connectors.
- X. Neatly train and lace wiring inside boxes, equipment, and panelboards.
- Y. Clean conductor surfaces before installing lugs and connectors.
- Z. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
- AA. Use suitable reducing connectors or mechanical connector adaptors for connecting aluminum conductors to copper conductors.

- AB. Use split bolt connectors for copper conductor splices and taps, 6 AWG and larger. Tape uninsulated conductors and connector with electrical tape to 150 percent of insulation rating of conductor.
- AC. Use solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.
- AD. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.
- AE. Identify and color code wire and cable under provisions of Section 26 0553. Identify each conductor with its circuit number or other designation indicated.

#### **3.04 FIELD QUALITY CONTROL**

- A. Perform inspection, testing, and adjusting in accordance with Section 01 45 00.
- B. Perform field inspection and testing in accordance with Section 01 45 00.
- C. Inspect and test in accordance with NETA STD ATS, except Section 4.
- D. Perform inspections and tests listed in NETA STD ATS, Section 7.3.2. The insulation resistance test is required for all conductors. The resistance test for parallel conductors listed as optional is not required.
- E. Correct deficiencies and replace damaged or defective conductors and cables.
- F. Perform inspections and tests listed in NETA STD ATS, Section 7.3.2.

**END OF SECTION**

## **SECTION 26 05 26**

### **GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Grounding and bonding requirements.
- B. Conductors for grounding and bonding.
- C. Connectors for grounding and bonding.
- D. Grounding and bonding components.
- E. Provide all components necessary to complete the grounding system(s) consisting of:
  - 1. Existing metal underground water pipe.
  - 2. Metal frame of the building.
  - 3. Existing metal underground gas piping system.
  - 4. Metal underground gas piping system.

##### **1.02 REFERENCE STANDARDS**

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction.
- B. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems.
- C. NETA STD ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems; International Electrical Testing Association.
- D. NFPA 70 - National Electrical Code.
- E. UL 467 - Grounding and Bonding Equipment.

##### **1.03 PERFORMANCE REQUIREMENTS**

- A. Grounding System Resistance: 25 ohms.

##### **1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittals procedures.
- B. Product Data: Provide for grounding electrodes and connections.
- C. Test Reports: Indicate overall resistance to ground and resistance of each electrode.
- D. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- E. Project Record Documents: Record actual locations of components and grounding electrodes.

##### **1.05 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.

#### **PART 2 PRODUCTS**

##### **2.01 GROUNDING AND BONDING REQUIREMENTS**

- A. Do not use products for applications other than as permitted by NFPA 70 and product listing.
- B. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.
- C. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

## **2.02 GROUNDING AND BONDING COMPONENTS**

- A. General Requirements:
  - 1. Provide products listed, classified, and labeled by Underwriter's Laboratories Inc. (UL) or testing firm acceptable to authority having jurisdiction as suitable for the purpose indicated.
  - 2. Provide products listed and labeled as complying with UL 467 where applicable.
- B. Conductors for Grounding and Bonding in addition to requirements of 26 05 19 Low Voltage Electrical Power Conductors and Cables:
  - 1. Use insulated copper conductors unless otherwise indicated.
    - a. Exceptions:
      - 1) Use bare copper conductors where installed underground in direct contact with earth.
      - 2) Use bare copper conductors where directly encased in concrete (not in raceway).
- C. Connectors for Grounding and Bonding:
  - 1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
  - 2. Unless otherwise indicated, use exothermic welded connections for underground, concealed and other inaccessible connections.
  - 3. Unless otherwise indicated, use mechanical connectors, compression connectors, or exothermic welded connections for accessible connections.

## **2.03 MANUFACTURERS**

- A. Cooper Power Systems: [www.cooperpower.com](http://www.cooperpower.com).
- B. Framatome Connectors International: [www.fcconnect.com](http://www.fcconnect.com).
- C. Lightning Master Corporation: [www.lightningmaster.com](http://www.lightningmaster.com).
- D. Substitutions: See Section 01 60 00 - Product Requirements.

## **2.04 CONNECTORS AND ACCESSORIES**

- A. Mechanical Connectors: Bronze.
  - 1. Product: manufactured by Thomas and Betts or equal.
  - 2. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Wire: Stranded copper.
- C. Grounding Electrode Conductor: Size to meet NFPA 70 requirements.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that work likely to damage grounding and bonding system components has been completed.
- B. Verify that field measurements are as shown on the drawings.
- C. Verify that conditions are satisfactory for installation prior to starting work.
- D. Verify existing conditions prior to beginning work.
- E. Verify that final backfill and compaction has been completed before driving rod electrodes.

### **3.02 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install grounding and bonding system components in a neat and workmanlike manner in accordance with NECA 1.
- C. Make grounding and bonding connections using specified connectors.

1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
  2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
  3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.
  4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
  5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- D. Identify grounding and bonding system components in accordance with 26 05 53 Identification for Electrical Systems.
- E. Provide bonding to meet requirements described in Quality Assurance.
- F. Equipment Grounding Conductor: Provide separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing. Each of branch circuits and feeder circuits shall have dedicated equipment grounding conductor, sharing this conductor with other grounding conductors is not permitted.

### **3.03 FIELD QUALITY CONTROL**

- A. Inspect and test in accordance with NETA STD ATS except Section 4.
- B. Perform inspections and tests listed in NETA STD ATS, Section 7.13.
- C. Perform ground electrode resistance tests under normally dry conditions. Precipitation within the previous 48 hours does not constitute normally dry conditions.
- D. Investigate and correct deficiencies where measured ground resistances do not comply with specified requirements.

**END OF SECTION**

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## **SECTION 26 05 29**

### **HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Support and attachment components for equipment, conduit, cable, boxes, and other electrical work.

##### **1.02 REFERENCE STANDARDS**

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- B. MFMA-4 - Metal Framing Standards Publication.
- C. NECA 1 - Standard for Good Workmanship in Electrical Construction.
- D. NFPA 70 - National Electrical Code.

##### **1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's catalog data for fastening systems.
- C. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

##### **1.04 QUALITY ASSURANCE**

- A. Comply with NFPA 70.
- B. Comply with applicable building code.

#### **PART 2 PRODUCTS**

##### **2.01 SUPPORT AND ATTACHMENT COMPONENTS**

- A. General Requirements:
  - 1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of electrical work.
  - 2. Provide products listed, classified, and labeled by Underwriter's Laboratories Inc. (UL) or testing firm acceptable to authority having jurisdiction as suitable for the purpose indicated, where applicable.
  - 3. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported with a minimum safety factor of 2. Include consideration for vibration, equipment operation, and shock loads where applicable.
  - 4. Do not use products for applications other than as permitted by NFPA 70 and product listing.
  - 5. Steel Components: Use corrosion resistant materials suitable for the environment where installed.
    - a. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
    - b. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.
- B. Conduit and Cable Supports: Straps, clamps, etc. suitable for the conduit or cable to be supported.
  - 1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
  - 2. Conduit Clamps: Bolted type unless otherwise indicated.

- C. Outlet Box Supports: Hangers, brackets, etc. suitable for the boxes to be supported.
- D. Metal Channel (Strut) Framing Systems: Factory-fabricated continuous-slot metal channel (strut) and associated fittings, accessories, and hardware required for field-assembly of supports.
  - 1. Comply with MFMA-4.
- E. Hanger Rods: Threaded zinc-plated steel unless otherwise indicated.
- F. Anchors and Fasteners:
  - 1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.

## **2.02 MANUFACTURERS**

- A. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
- B. Threaded Rod Company: [www.threadedrod.com](http://www.threadedrod.com).
- C. Substitutions: See Section 01 60 00 - Product Requirements.

## **2.03 MATERIALS**

- A. Hangers, Supports, Anchors, and Fasteners - General: Corrosion-resistant materials of size and type adequate to carry the loads of equipment and conduit, including weight of wire in conduit.
- B. Supports: Fabricated of structural steel or formed steel members; galvanized.
- C. Anchors and Fasteners:
  - 1. Do not use powder-actuated anchors.
  - 2. Obtain permission from Architect before using powder-actuated anchors.
  - 3. Concrete Structural Elements: Use precast inserts.
  - 4. Steel Structural Elements: Use beam clamps.
  - 5. Concrete Surfaces: Use self-drilling anchors or expansion anchors.
  - 6. Hollow Masonry, Plaster, and Gypsum Board Partitions: Use hollow wall fasteners.
  - 7. Solid Masonry Walls: Use expansion anchors.
  - 8. Sheet Metal: Use sheet metal screws.
  - 9. Wood Elements: Use wood screws.
- D. Formed Steel Channel:
  - 1. Product: manufactured by B-Line.
  - 2. Substitutions: See Section 01 60 00 - Product Requirements.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install support and attachment components in a neat and workmanlike manner in accordance with NECA 1.
- C. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- D. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.
- E. Unless specifically indicated or approved by Architect, do not provide support from roof deck.
- F. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- G. Equipment Support and Attachment:

1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
  2. Use metal channel (strut) secured to studs to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
  3. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
  4. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
- H. Secure fasteners according to manufacturer's recommended torque settings.
- I. Remove temporary supports.

**END OF SECTION**

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## **SECTION 26 05 34**

### **CONDUIT**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Flexible metal conduit (FMC).
- B. Liquidtight flexible metal conduit (LFMC).
- C. Electrical metallic tubing (EMT).
- D. Conduit fittings.
- E. Conduit, fittings and conduit bodies.

##### **1.02 RELATED REQUIREMENTS**

- A. Section 07 84 00 - Firestopping.
- B. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- C. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- D. Section 26 0553 - Identification for Electrical Systems.
- E. Section 26 05 37 - Boxes.

##### **1.03 REFERENCE STANDARDS**

- A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC).
- B. ANSI C80.3 - American National Standard for Electrical Metallic Tubing -- Steel (EMT-S).
- C. ANSI C80.5 - American National Standard for Electrical Rigid Metal Conduit -- Aluminum (ERMC-A).
- D. NECA 1 - Standard for Good Workmanship in Electrical Construction.
- E. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT).
- F. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable.
- G. UL 1 - Flexible Metal Conduit.
- H. UL 360 - Liquid-Tight Flexible Steel Conduit.
- I. UL 514B - Conduit, Tubing, and Cable Fittings.
- J. UL 797 - Electrical Metallic Tubing-Steel.

##### **1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittals procedures.
- B. Product Data: Provide for metallic conduit and flexible metal conduit.
- C. Samples of Materials Actually Delivered to Site:
  - 1. Two pieces each of conduit, 2 feet long.
- D. Project Record Documents: Accurately record actual routing of conduits larger than 2 inches.

##### **1.05 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.
- B. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for purpose specified and shown.

## **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Receive, inspect, handle, and store conduit and fittings in accordance with manufacturer's instructions.
- B. Accept conduit on site. Inspect for damage.
- C. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
- D. Protect PVC conduit from sunlight.

## **PART 2 PRODUCTS**

### **2.01 CONDUIT REQUIREMENTS**

- A. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.
- B. Provide products listed, classified, and labeled by Underwriter's Laboratories Inc. (UL) or testing firm acceptable to authority having jurisdiction as suitable for the purpose indicated.
- C. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

### **2.02 METAL CONDUIT**

- A. Manufacturers:
  - 1. Allied Tube & Conduit: [www.alliedtube.com](http://www.alliedtube.com).
  - 2. Beck Manufacturing, Inc: [www.beckmfg.com](http://www.beckmfg.com).
  - 3. Wheatland Tube Company: [www.wheatland.com](http://www.wheatland.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Rigid Steel Conduit: ANSI C80.1.
- C. Fittings and Conduit Bodies: NEMA FB 1; material to match conduit.

### **2.03 FLEXIBLE METAL CONDUIT (FMC)**

- A. Manufacturers:
  - 1. AFC Cable Systems, Inc: [www.afcweb.com/#sle](http://www.afcweb.com/#sle).
  - 2. Electri-Flex Company: [www.electriflex.com/#sle](http://www.electriflex.com/#sle).
  - 3. International Metal Hose: [www.metalhose.com/#sle](http://www.metalhose.com/#sle).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: NFPA 70, Type FMC standard wall steel flexible metal conduit listed and labeled as complying with UL 1, and listed for use in classified firestop systems to be used.
- C. Fittings:
  - 1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 2. Material: Use steel or malleable iron.
- D. Description: Interlocked steel construction.
- E. Fittings: NEMA FB 1.

### **2.04 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)**

- A. Manufacturers:
  - 1. AFC Cable Systems, Inc: [www.afcweb.com/#sle](http://www.afcweb.com/#sle).
  - 2. Electri-Flex Company: [www.electriflex.com/#sle](http://www.electriflex.com/#sle).
  - 3. International Metal Hose: [www.metalhose.com/#sle](http://www.metalhose.com/#sle).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: NFPA 70, Type LFMC polyvinyl chloride (PVC) jacketed steel flexible metal conduit listed and labeled as complying with UL 360.

- C. Fittings:
  - 1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 2. Material: Use steel or malleable iron.
- D. Description: Interlocked steel construction with PVC jacket.
- E. Fittings: NEMA FB 1.

## **2.05 ELECTRICAL METALLIC TUBING (EMT)**

- A. Manufacturers:
  - 1. Allied Tube & Conduit: [www.alliedeg.com/#sle](http://www.alliedeg.com/#sle).
  - 2. Beck Manufacturing, Inc: [www.beckmfg.com](http://www.beckmfg.com).
  - 3. Wheatland Tube Company: [www.wheatland.com/#sle](http://www.wheatland.com/#sle).
- B. Description: NFPA 70, Type EMT steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.
- C. Fittings:
  - 1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 2. Material: Use steel or malleable iron.
  - 3. Connectors and Couplings: Use compression (gland) or set-screw type.
    - a. Do not use indenter type connectors and couplings.
- D. Fittings and Conduit Bodies: NEMA FB 1; steel set screw type.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field measurements are as shown on drawings.
- B. Verify that mounting surfaces are ready to receive conduits.
- C. Verify that conditions are satisfactory for installation prior to starting work.
- D. Verify routing and termination locations of conduit prior to rough-in.
- E. Conduit routing is shown on drawings in approximate locations unless dimensioned. Route as required to complete wiring system.

### **3.02 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install conduit in a neat and workmanlike manner in accordance with NECA 1.
- C. Conduit Support:
  - 1. Secure and support conduits in accordance with NFPA 70 and Section 26 05 29 Hangers and Supports for Electrical Systems using suitable supports and methods approved by the authority having jurisdiction.
  - 2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- D. Connections and Terminations:
  - 1. Use suitable adapters where required to transition from one type of conduit to another.
  - 2. Provide drip loops for liquidtight flexible conduit connections to prevent drainage of liquid into connectors.
  - 3. Provide insulating bushings or insulated throats at all conduit terminations to protect conductors.
  - 4. Secure joints and connections to provide maximum mechanical strength and electrical continuity.

- E. Penetrations:
1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
  2. Make penetrations perpendicular to surfaces unless otherwise indicated.
  3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
  4. Conceal bends for conduit risers emerging above ground.
  5. Seal interior of conduits entering the building from underground at first accessible point to prevent entry of moisture and gases.
  6. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
  7. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty. Include proposed locations of penetrations and methods for sealing with submittals.
  8. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00 Firestopping.
- F. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:
1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
  2. Where conduits are subject to earth movement by settlement or frost.
- G. Condensation Prevention: Where conduits cross barriers between areas of potential substantial temperature differential, provide sealing fitting or approved sealing compound at an accessible point near the penetration to prevent condensation. This includes, but is not limited to:
1. Where conduits pass from outdoors into conditioned interior spaces.
  2. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.
- H. Provide grounding and bonding in accordance with Section 26 05 26.

### **3.03 INTERFACE WITH OTHER PRODUCTS**

- A. Install conduit to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 8400.
- B. Route conduit through roof openings for piping and ductwork wherever possible. Where separate roofing penetration is required, coordinate location and installation method with roofing installation specified in Section roofing section.

**END OF SECTION**

**SECTION 26 05 37**  
**BOXES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Outlet and device boxes up to 100 cubic inches, including those used as junction and pull boxes.
- B. Cabinets and enclosures, including junction and pull boxes larger than 100 cubic inches.
- C. Wall and ceiling outlet boxes.
- D. Floor boxes.
- E. Pull and junction boxes.

**1.02 RELATED REQUIREMENTS**

- A. Section 07 84 00 - Firestopping.
- B. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- C. Section 26 05 29 - Hangers and Supports for Electrical Systems.
- D. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

**1.03 REFERENCE STANDARDS**

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices.
- C. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable.
- D. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
- E. NEMA OS 2 - Nonmetallic Outlet Boxes, Device Boxes, Covers and Box Supports.
- F. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
- G. NFPA 70 - National Electrical Code.
- H. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations.
- I. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations.
- J. UL 508A - Industrial Control Panels.
- K. UL 514A - Metallic Outlet Boxes.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Project Record Documents: Record actual locations and mounting heights of outlet, pull, and junction boxes on project record documents.

**1.05 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.

**PART 2 PRODUCTS**

**2.01 BOXES**

- A. General Requirements:
  - 1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.

2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
  3. Provide products listed, classified, and labeled by Underwriter's Laboratories Inc. (UL) or testing firm acceptable to authority having jurisdiction as suitable for the purpose indicated.
  4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
  5. Provide grounding terminals within boxes where equipment grounding conductors terminate.
- B. Outlet and Device Boxes Up to 100 cubic inches, Including Those Used as Junction and Pull Boxes:
1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.
  2. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
  3. Use suitable concrete type boxes where flush-mounted in concrete.
  4. Use suitable masonry type boxes where flush-mounted in masonry walls.
  5. Use raised covers suitable for the type of wall construction and device configuration where required.
  6. Use shallow boxes where required by the type of wall construction.
  7. Do not use "through-wall" boxes designed for access from both sides of wall.
  8. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
  9. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
  10. Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.
  11. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes.
  12. Wall Plates: Comply with Section 26 27 26.
- C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches:
1. Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
  2. NEMA 250 Environment Type, Unless Otherwise Indicated:
  3. Junction and Pull Boxes Larger Than 100 cubic inches:
    - a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.

## 2.02 MANUFACTURERS

- A. Appleton Electric: [www.appletonelec.com](http://www.appletonelec.com).
- B. Arc-Co./Division of Arcade Technology: [www.arc-co.com](http://www.arc-co.com).
- C. Unity Manufacturing: [www.unitymfg.com](http://www.unitymfg.com).
- D. Substitutions: Reco, Inc. See Section 01 60 00 - Product Requirements.
- E. Steelcity

## 2.03 OUTLET BOXES

- A. Sheet Metal Outlet Boxes: NEMA OS 1, galvanized steel.
  1. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; include 1/2 inch male fixture studs where required.
  2. Concrete Ceiling Boxes: Concrete type.
- B. Nonmetallic Outlet Boxes: NEMA OS 2.

- C. Cast Boxes: NEMA FB 1, Type FD, aluminum. Provide gasketed cover by box manufacturer. Provide threaded hubs.

## **2.04 PULL AND JUNCTION BOXES**

- A. Sheet Metal Boxes: NEMA OS 1, galvanized steel.
- B. Surface Mounted Cast Metal Box: NEMA 250, Type 4; flat-flanged, surface mounted junction box:
  - 1. Material: Galvanized cast iron; Cast Aluminum.
  - 2. Cover: Furnish with ground flange, neoprene gasket, and stainless steel cover screws.
- C. In-Ground Cast Metal Box: NEMA 250, Type 6, outside flanged, recessed cover box for flush mounting:
  - 1. Material: Galvanized cast iron; Cast Aluminum.
  - 2. Cover: Nonskid cover with neoprene gasket and stainless steel cover screws.
  - 3. Cover Legend: "ELECTRIC".

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field measurements are as shown on drawings.
- B. Verify that mounting surfaces are ready to receive boxes.
- C. Verify that conditions are satisfactory for installation prior to starting work.
- D. Verify locations of floor boxes and outlets in offices and work areas prior to rough-in.

### **3.02 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in a neat and workmanlike manner in accordance with NECA 1 and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Box Supports:
  - 1. Secure and support boxes in accordance with NFPA 70 and Section 26 05 29 Hangers and Supports for Electrical Systems using suitable supports and methods approved by the authority having jurisdiction.
  - 2. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.
- E. Install boxes plumb and level.
- F. Flush-Mounted Boxes:
  - 1. Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch or does not project beyond finished surface.
  - 2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.
  - 3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch at the edge of the box.
- G. Install boxes as required to preserve insulation integrity.

- H. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- I. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00 Firestopping.
- J. Close unused box openings.
- K. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.
- L. Provide grounding and bonding in accordance with Section 26 05 26 Grounding and Bonding.
- M. Install boxes securely, in a neat and workmanlike manner, as specified in NECA 1.
- N. Install in locations as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections, and as required by NFPA 70.
- O. Set wall mounted boxes at elevations to accommodate mounting heights indicated.
- P. Electrical boxes are shown on Drawings in approximate locations unless dimensioned.
  - 1. Adjust box locations up to 10 feet if required to accommodate intended purpose.
- Q. Maintain headroom and present neat mechanical appearance.
- R. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.
- S. Inaccessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches from ceiling access panel or from removable recessed luminaire.
- T. Install boxes to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00 Firestopping.
- U. Coordinate mounting heights and locations of outlets mounted above counters, benches, and backsplashes.
- V. Locate outlet boxes to allow luminaires positioned as shown on reflected ceiling plan.
- W. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.
- X. Use flush mounting outlet box in finished areas.
- Y. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening.
- Z. Do not install flush mounting box back-to-back in walls; provide minimum 6 inches separation. Provide minimum 24 inches separation in acoustic rated walls.
- AA. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.
- AB. Use stamped steel bridges to fasten flush mounting outlet box between studs.
- AC. Install flush mounting box without damaging wall insulation or reducing its effectiveness.
- AD. Use adjustable steel channel fasteners for hung ceiling outlet box.
- AE. Do not fasten boxes to ceiling support wires.
- AF. Support boxes independently of conduit, except cast box that is connected to two rigid metal conduits both supported within 12 inches of box.
- AG. Use gang box where more than one device is mounted together. Do not use sectional box.
- AH. Use gang box with plaster ring for single device outlets.
- AI. Use cast outlet box in exterior locations exposed to the weather and wet locations.
- AJ. Use cast floor boxes for installations in slab on grade; formed steel boxes are acceptable for other installations.
- AK. Set floor boxes level.

- AL. Large Pull Boxes: Use hinged enclosure in interior dry locations, surface-mounted cast metal box in other locations.

**3.03 ADJUSTING**

- A. Adjust floor boxes flush with finish flooring material.
- B. Adjust flush-mounting outlets to make front flush with finished wall material.
- C. Install knockout closures in unused box openings.

**3.04 CLEANING**

- A. Clean interior of boxes to remove dirt, debris, plaster and other foreign material.

**END OF SECTION**

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**SECTION 26 05 53**  
**IDENTIFICATION FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Electrical identification requirements.
- B. Identification nameplates and labels.
- C. Wire and cable markers.
- D. Voltage markers.
- E. Warning signs and labels.
- F. Field-painted identification of conduit.

**1.02 RELATED REQUIREMENTS**

- A. Section 09 90 00 - Paints and Coatings.
- B. Section 26 05 19 - Low Voltage Electrical Power Conductors and Cables (600V&Less): Color coding for power conductors and cables 600 V and less; vinyl color coding electrical tape.

**1.03 REFERENCE STANDARDS**

- A. ANSI Z535.2 - American National Standard for Environmental and Facility Safety Signs.
- B. ANSI Z535.4 - American National Standard for Product Safety Signs and Labels.
- C. NFPA 70 - National Electrical Code.
- D. UL 969 - Marking and Labeling Systems.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Verify final designations for equipment, systems, and components to be identified prior to fabrication of identification products.
- B. Sequencing:
  - 1. Do not conceal items to be identified, in locations such as above suspended ceilings, until identification products have been installed.
  - 2. Do not install identification products until final surface finishes and painting are complete.

**1.05 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittals procedures.
- B. Product Data: Provide catalog data for nameplates, labels, and markers.
- C. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation and installation of product.

**1.06 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.

**1.07 EXTRA MATERIALS**

- A. See Section 01 60 00 - Product Requirements for additional requirements.

**PART 2 PRODUCTS**

**2.01 IDENTIFICATION REQUIREMENTS**

- A. Existing Work: Unless specifically excluded, identify existing elements to remain that are not already identified in accordance with specified requirements.

B. Identification for Equipment:

1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.
  - a. Switchboards:
    - 1) Identify ampere rating.
    - 2) Identify voltage and phase.
    - 3) Identify power source and circuit number. Include location when not within sight of equipment.
    - 4) Use identification nameplate to identify main overcurrent protective device.
    - 5) Use identification nameplate to identify load(s) served for each branch device. Do not identify spares and spaces.
  - b. Motor Control Centers:
    - 1) Identify ampere rating.
    - 2) Identify voltage and phase.
    - 3) Identify power source and circuit number. Include location when not within sight of equipment.
    - 4) Use identification nameplate to identify main overcurrent protective device.
    - 5) Use identification nameplate to identify load(s) served for each branch device. Do not identify spares and spaces.
  - c. Panelboards:
    - 1) Identify ampere rating.
    - 2) Identify voltage and phase.
    - 3) Identify power source and circuit number. Include location when not within sight of equipment.
    - 4) Identify main overcurrent protective device. Use identification label for panelboards with a door. For power distribution panelboards without a door, use identification nameplate.
    - 5) Use typewritten circuit directory to identify load(s) served for panelboards with a door. Identify spares and spaces using pencil.
    - 6) For power panelboards without a door, use identification nameplate to identify load(s) served for each branch device. Do not identify spares and spaces.
  - d. Enclosed switches, circuit breakers, and motor controllers:
    - 1) Identify voltage and phase.
    - 2) Identify power source and circuit number. Include location when not within sight of equipment.
    - 3) Identify load(s) served. Include location when not within sight of equipment.
  - e. Enclosed Contactors:
    - 1) Identify ampere rating.
    - 2) Identify voltage and phase.
    - 3) Identify configuration, e.g., E.O.E.H. (electrically operated, electrically held) or E.O.M.H. (electrically operated, mechanically held).
    - 4) Identify coil voltage.
    - 5) Identify load(s) and associated circuits controlled. Include location.
  - f. Transfer Switches:
    - 1) Identify voltage and phase.
    - 2) Identify power source and circuit number for both normal power source and standby power source. Include location when not within sight of equipment.
2. Service Equipment:
  - a. Use identification nameplate to identify each service disconnecting means.
  - b. For buildings or structures supplied by more than one service, or any combination of branch circuits, feeders, and services, use identification nameplate or means of

- identification acceptable to authority having jurisdiction at each service disconnecting means to identify all other services, feeders, and branch circuits supplying that building or structure. Verify format and descriptions with authority having jurisdiction.
- c. Use identification nameplate at each piece of service equipment to identify the available fault current and the date calculations were performed.
3. Emergency System Equipment:
    - a. Use identification nameplate or voltage marker to identify emergency system equipment in accordance with NFPA 70.
    - b. Use identification nameplate at each piece of service equipment to identify type and location of on-site emergency power sources.
  4. Use identification nameplate to identify disconnect location for equipment with remote disconnecting means.
  5. Use identification label or handwritten text using indelible marker on inside of door at each fused switch to identify required NEMA fuse class and size.
- C. Identification for Conductors and Cables:
1. Color Coding for Power Conductors 600 V and Less: Comply with Section 26 05 19 Low Voltage Electrical Power Conductors and Cables.
  2. Use identification nameplate or identification label to identify color code for ungrounded and grounded power conductors inside door or enclosure at each piece of feeder or branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.
  3. Use wire and cable markers to identify circuit number or other designation indicated for power, control, and instrumentation conductors and cables at the following locations:
    - a. At each source and load connection.
    - b. Within boxes when more than one circuit is present.
    - c. Within equipment enclosures when conductors and cables enter or leave the enclosure.
- D. Identification for Raceways:
1. Use voltage markers to identify highest voltage present for accessible conduits at maximum intervals of 20 feet.
  2. Use voltage markers or color-coded bands to identify systems other than normal power system for accessible conduits at maximum intervals of 20 feet.
    - a. Color-Coded Bands: Use field-painting or vinyl color coding electrical tape to mark bands 3 inches wide.
      - 1) Color Code:
      - 2) Field-Painting: Comply with Section 09 90 00 Painting and Coating.
      - 3) Vinyl Color Coding Electrical Tape: Comply with Section 26 05 19 Low Voltage Electrical Power Conductors and Cables.
  3. Use identification labels, handwritten text using indelible marker, or plastic marker tags to identify circuits enclosed for accessible conduits at wall penetrations, at floor penetrations, at roof penetrations, and at equipment terminations when source is not within sight.
- E. Identification for Boxes:
1. Use voltage markers to identify highest voltage present.
  2. Use voltage markers or color coded boxes to identify systems other than normal power system.
    - a. Color-Coded Boxes: Field-painted in accordance with Section 09 90 00 Painting and Coating per the same color code used for raceways.
      - 1) Emergency Power System: Red.
  3. Use identification labels or handwritten text using indelible marker to identify circuits enclosed.

- a. For exposed boxes in public areas, use only identification labels.

## 2.02 MANUFACTURERS

- A. Brady Corporation: [www.bradycorp.com](http://www.bradycorp.com).
- B. Seton Identification Products: [www.seton.com/aec](http://www.seton.com/aec).
- C. HellermannTyton: [www.hellermanntyton.com](http://www.hellermanntyton.com).
- D. Substitutions: See Section 01 60 00 - Product Requirements.

## 2.03 IDENTIFICATION NAMEPLATES AND LABELS

- A. Identification Nameplates:
  - 1. Manufacturers:
    - a. Brimar Industries, Inc: [www.brimar.com/#sle](http://www.brimar.com/#sle).
    - b. Kolbi Pipe Marker Co: [www.kolbipipemarkers.com/#sle](http://www.kolbipipemarkers.com/#sle).
    - c. Seton Identification Products: [www.seton.com/#sle](http://www.seton.com/#sle).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
  - 2. Materials:
    - a. Indoor Clean, Dry Locations: Use plastic nameplates.
    - b. Outdoor Locations: Use plastic, stainless steel, or aluminum nameplates suitable for exterior use.
  - 3. Plastic Nameplates: Two-layer or three-layer laminated acrylic or electrically non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch; engraved text.
    - a. Exception: Provide minimum thickness of 1/8 inch when any dimension is greater than 4 inches.
  - 4. Stainless Steel Nameplates: Minimum thickness of 1/32 inch; engraved or laser-etched text.
  - 5. Aluminum Nameplates: Anodized; minimum thickness of 1/32 inch; engraved or laser-etched text.
  - 6. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch high; Four, located at corners for larger sizes.
- B. Identification Labels:
  - 1. Manufacturers:
    - a. Brady Corporation: [www.bradyid.com/#sle](http://www.bradyid.com/#sle).
    - b. Brother International Corporation: [www.brother-usa.com/#sle](http://www.brother-usa.com/#sle).
    - c. Panduit Corp: [www.panduit.com/#sle](http://www.panduit.com/#sle).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
  - 2. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.
    - a. Use only for indoor locations.
  - 3. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.
- C. Format for General Information and Operating Instructions:
  - 1. Minimum Size: 1 inch by 2.5 inches.
  - 2. Legend: Include information or instructions indicated or as required for proper and safe operation and maintenance.
  - 3. Text: All capitalized unless otherwise indicated.
  - 4. Minimum Text Height: 1/4 inch.
  - 5. Color: Black text on white background unless otherwise indicated.
- D. Format for Control Device Identification:
  - 1. Minimum Size: 3/8 inch by 1.5 inches.

2. Legend: Load controlled or other designation indicated.
  3. Text: All capitalized unless otherwise indicated.
  4. Minimum Text Height: 3/16 inch.
  5. Color: Black text on clear background.
- E. Nameplates: Engraved three-layer laminated plastic, black letters on white background.
- F. Locations:
1. Each electrical distribution and control equipment enclosure.
  2. Communication cabinets.
  3. Disconnect switches, and starters.
- G. Letter Size:
1. Use 1/8 inch letters for identifying individual equipment and loads.
  2. Use 1/4 inch letters for identifying grouped equipment and loads.

#### **2.04 WIRE AND CABLE MARKERS**

- A. Manufacturers:
1. Brady Corporation: [www.bradyid.com/#sle](http://www.bradyid.com/#sle).
  2. HellermannTyton: [www.hellermannityton.com/#sle](http://www.hellermannityton.com/#sle).
  3. Panduit Corp: [www.panduit.com/#sle](http://www.panduit.com/#sle).
  4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Markers for Conductors and Cables: Use wrap-around self-adhesive vinyl cloth, wrap-around self-adhesive vinyl self-laminating, heat-shrink sleeve, plastic sleeve, plastic clip-on, or vinyl split sleeve type markers suitable for the conductor or cable to be identified.
- C. Markers for Conductor and Cable Bundles: Use plastic marker tags secured by nylon cable ties.
- D. Legend: Power source and circuit number or other designation indicated.
- E. Text: Use factory pre-printed or machine-printed text, all capitalized unless otherwise indicated.
- F. Minimum Text Height: 1/8 inch.
- G. Color: Black text on white background unless otherwise indicated.
- H. Description: split sleeve type wire markers.
- I. Locations: Each conductor at panelboard gutters, pull boxes, outlet boxes, and junction boxes each load connection.
- J. Legend:
1. Power and Lighting Circuits: Branch circuit or feeder number indicated on drawings.
  2. Control Circuits: Control wire number indicated on shop drawings.

#### **2.05 VOLTAGE MARKERS**

- A. Manufacturers: Panduit Corp
1. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Markers for Conduits: Use factory pre-printed self-adhesive vinyl, self-adhesive vinyl cloth, or vinyl snap-around type markers.
- C. Markers for Boxes and Equipment Enclosures: Use factory pre-printed self-adhesive vinyl or self-adhesive vinyl cloth type markers.
- D. Minimum Size:
1. Markers for Equipment: 1 1/8 by 4 1/2 inches.
  2. Markers for Conduits: As recommended by manufacturer for conduit size to be identified.
  3. Markers for Pull Boxes: 1 1/8 by 4 1/2 inches.
  4. Markers for Junction Boxes: 1/2 by 2 1/4 inches.

- E. Legend:
  - 1. Markers for Voltage Identification: Highest voltage present.
  - 2. Markers for System Identification:
    - a. Emergency Power System: Text "EMERGENCY".
- F. Color: Black text on orange background unless otherwise indicated.
- G. Location: Furnish markers for each conduit longer than 6 feet.
- H. Spacing: 20 feet on center.
- I. Color:
  - 1. 480 Volt System: Brown.
  - 2. 208 Volt System: Yellow.
  - 3. Fire Alarm System: Red.
- J. Legend:
  - 1. 480 Volt System: brown.
  - 2. 208 Volt System: yellow.
  - 3. Fire Alarm System: red.

## **2.06 WARNING SIGNS AND LABELS**

- A. Manufacturers:
  - 1. Brimar Industries, Inc: [www.brimar.com/#sle](http://www.brimar.com/#sle).
  - 2. Clarion Safety Systems, LLC: [www.clarionsafety.com/#sle](http://www.clarionsafety.com/#sle).
  - 3. Seton Identification Products: [www.seton.com/#sle](http://www.seton.com/#sle).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.
- C. Warning Signs:
  - 1. Materials:
    - a. Indoor Dry, Clean Locations: Use factory pre-printed rigid plastic or self-adhesive vinyl signs.
    - b. Outdoor Locations: Use factory pre-printed rigid aluminum signs.
  - 2. Rigid Signs: Provide four mounting holes at corners for mechanical fasteners.
  - 3. Minimum Size: 7 by 10 inches unless otherwise indicated.
- D. Warning Labels:
  - 1. Materials: Use factory pre-printed or machine-printed self-adhesive polyester or self-adhesive vinyl labels; UV, chemical, water, heat, and abrasion resistant; produced using materials recognized to UL 969.
    - a. Do not use labels designed to be completed using handwritten text.
    - b. Provide polyester overlamine to protect handwritten text.
  - 2. Machine-Printed Labels: Use thermal transfer process printing machines and accessories recommended by label manufacturer.
  - 3. Minimum Size: 2 by 4 inches unless otherwise indicated.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Clean surfaces to receive adhesive products according to manufacturer's instructions.
- B. Degrease and clean surfaces to receive nameplates and labels.

### **3.02 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:

1. Surface-Mounted Equipment: Enclosure front.
  2. Flush-Mounted Equipment: Inside of equipment door.
  3. Free-Standing Equipment: Enclosure front; also enclosure rear for equipment with rear access.
  4. Elevated Equipment: Legible from the floor or working platform.
  5. Branch Devices: Adjacent to device.
  6. Interior Components: Legible from the point of access.
  7. Conduits: Legible from the floor.
  8. Boxes: Outside face of cover.
  9. Conductors and Cables: Legible from the point of access.
- C. Install identification products centered, level, and parallel with lines of item being identified.
- D. Secure nameplates to exterior surfaces of enclosures using stainless steel screws and to interior surfaces using self-adhesive backing or epoxy cement.
- E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.
- F. Secure rigid signs using stainless steel screws.
- G. Mark all handwritten text, where permitted, to be neat and legible.

**END OF SECTION**

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## SECTION 28 05 00

### COMMON WORK RESULTS FOR ELECTRICAL AND ELECTRONIC SAFETY AND SECURITY

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Section Includes:
  - 1. Electrical and electronic safety equipment coordination and installation.
  - 2. Sleeves for raceways and cables.
  - 3. Grout.
  - 4. Common electrical and electronic safety installation requirements.

##### 1.02 COORDINATION

- A. Coordinate arrangement, mounting, and support of electrical and electronic safety equipment:
  - 1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.
  - 2. To provide for ease of disconnecting the equipment with minimum interference to other installations.
  - 3. To allow right of way for piping and conduit installed at required slope.
  - 4. So connecting raceways, cables, wireways, cable trays, and busways will be clear of obstructions and of the working and access space of other equipment.
- B. Coordinate installation of required supporting devices and set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.
- C. Coordinate location of access panels and doors for electrical and electronic safety items that are behind finished surfaces or otherwise concealed.
- D. Coordinate sleeve selection and application with selection and application of firestopping specified in Section 07 84 00 Firestopping.

#### PART 2 PRODUCTS

##### 2.01 SLEEVES FOR RACEWAYS AND CABLES

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- C. Sleeves for Rectangular Openings: Galvanized sheet steel.
  - 1. Minimum Metal Thickness:
    - a. For sleeve cross-section rectangle perimeter less than 50 inches (1270 mm) and no side more than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).
    - b. For sleeve cross-section rectangle perimeter equal to, or more than, 50 inches (1270 mm) and 1 or more sides equal to, or more than, 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).

##### 2.02 GROUT

- A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, non-staining, mixed with water to consistency suitable for application and a 30-minute working time.

#### PART 3 EXECUTION

##### 3.01 COMMON REQUIREMENTS FOR ELECTRICAL AND ELECTRONIC SAFETY INSTALLATION

- A. Comply with NECA 1.

- B. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.
- C. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.
- D. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical and electronic safety equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.

### **3.02 SLEEVE INSTALLATION FOR ELECTRICAL AND ELECTRONIC SAFETY PENETRATIONS**

- A. Electrical and electronic safety penetrations occur when raceways, pathways, cables, wireways, or cable trays penetrate concrete slabs, concrete or masonry walls, or fire-rated floor and wall assemblies.
- B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- D. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.
- E. Cut sleeves to length for mounting flush with both surfaces of walls.
- F. Extend sleeves installed in floors 2 inches (50 mm) above finished floor level.
- G. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and raceway or cable, unless indicated otherwise.
- H. Seal space outside of sleeves with grout for penetrations of concrete and masonry
  - 1. Promptly pack grout solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect grout while curing.
- I. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Section 07 90 05 "Joint Sealers."
- J. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway and cable penetrations. Install sleeves and seal raceway and cable penetration sleeves with firestop materials. Comply with requirements in Section 07 84 00 Firestopping.
- K. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.
- L. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- M. Underground, Exterior-Wall Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for 1-inch (25-mm) annular clear space between raceway or cable and sleeve for installing mechanical sleeve seals.

### **3.03 SLEEVE-SEAL INSTALLATION**

- A. Install to seal exterior wall penetrations.
- B. Use type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve

seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

#### **3.04 FIRESTOPPING**

- A. Apply firestopping to penetrations of fire-rated floor and wall assemblies for electrical and electronic safety installations to restore original fire-resistance rating of assembly. Firestopping materials and installation requirements are specified in Section 07 84 00 Firestopping.

**END OF SECTION**

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## SECTION 28 05 31.11

### CONDUCTORS AND CABLES FOR ELECTRONIC SAFETY AND SECURITY

#### PART 1 GENERAL

##### 1.01 DESCRIPTION

- A. This section describes wiring methods associated with the fire alarm system as outlined in the summary below. Line voltage wiring methods are described in Division 26.

##### 1.02 SUMMARY

- A. Section Includes:
1. UTP cabling.
  2. Low-voltage control cabling.
  3. Control-circuit conductors.
  4. Fire alarm wire and cable.
  5. Pathways.
  6. Cable connecting hardware, patch panels, and cross-connects.
  7. Cable management system.
  8. Identification products.

##### 1.03 DEFINITIONS

- A. Basket Cable Tray: A fabricated structure consisting of wire mesh bottom and side rails.
- B. BICSI: Building Industry Consulting Service International.
- C. Channel Cable Tray: A fabricated structure consisting of a one-piece, ventilated-bottom or solid-bottom channel section.
- D. Consolidation Point: A location for interconnection between horizontal cables extending from building pathways and horizontal cables extending into furniture pathways.
- E. Cross-Connect: A facility enabling the termination of cable elements and their interconnection or cross-connection.
- F. EMI: Electromagnetic interference.
- G. IDC: Insulation displacement connector.
- H. Ladder Cable Tray: A fabricated structure consisting of two longitudinal side rails connected by individual transverse members (rungs).
- I. LAN: Local area network.
- J. Low Voltage: As defined in NFPA 70 for circuits and equipment operating at less than 50 V or for remote-control and signaling power-limited circuits.
- K. Open Cabling: Passing telecommunications cabling through open space (e.g., between the studs of a wall cavity).
- L. Outlet/Connectors: A connecting device in the work area on which horizontal cable or outlet cable terminates.
- M. RCDD: Registered Communications Distribution Designer.
- N. Solid-Bottom or Nonventilated Cable Tray: A fabricated structure consisting of integral or separate longitudinal side rails, and a bottom without ventilation openings.
- O. Trough or Ventilated Cable Tray: A fabricated structure consisting of integral or separate longitudinal rails and a bottom having openings sufficient for the passage of air and using 75 percent or less of the plan area of the surface to support cables.
- P. UTP: Unshielded twisted pair.

#### **1.04 PERFORMANCE REQUIREMENTS**

- A. General Performance: Structured cabling system shall comply with transmission standards in TIA/EIA-568-C.1, when tested according to test procedures of this standard.
- B. Seismic Performance: Pathways shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

#### **1.05 QUALITY ASSURANCE**

- A. Testing Agency Qualifications: A NRTL.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Structured Cable Pathways and Spaces: Comply with TIA/EIA-569-B.
- D. Grounding: Comply with ANSI-J-STD-607-A.

#### **1.06 COORDINATION**

- A. Coordinate layout and installation of the structured cable pathways and cabling with the Owner.
- B. Coordinate the installation of the cabling with the Owner.

#### **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Test cables upon receipt at Project site.
  - 1. Test optical fiber cable to determine the continuity of the strand end to end. Use optical-fiber flashlight or optical loss test set.
  - 2. Test optical fiber cable on reels. Use an optical time domain reflectometer to verify the cable length and locate cable defects, splices, and connector; include the loss value of each. Retain test data and include the record in maintenance data.
  - 3. Test each pair of UTP cable for open and short circuits.

#### **1.08 PROJECT CONDITIONS**

- A. Do not install conductors and cables that are wet, moisture damaged, or mold damaged.
  - 1. Indications that wire and cables are wet or moisture damaged include, but are not limited to, discoloration and sagging of factory packing materials.
- B. Environmental Limitations: Do not deliver or install UTP, optical fiber, and coaxial cables and connecting materials until wet work in spaces is complete and dry, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.

### **PART 2 PRODUCTS**

#### **2.01 PATHWAYS**

- A. General Requirements: Comply with TIA/EIA-569-B.
- B. Support of Open Cabling: NRTL labeled for support of cabling, designed to prevent degradation of cable performance and pinch points that could damage cable.
  - 1. Support brackets with cable tie slots for fastening cable ties to brackets.
  - 2. Lacing bars, spools, J-hooks, and D-rings.
  - 3. Straps and other devices.
- C. Cable Trays:
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Allied Tube & Conduit; a business unit of Tyco Electrical & Metal Products.
    - b. Cable Management Solutions, Inc
    - c. Cablofil.

- d. Cooper B-Line, Inc.
- e. Cope - Tyco/Allied Tube & Conduit.
- f. GS Metals Corp.
- g. Snaketray; Cable Management Solutions, Inc.
- 2. Cable Tray Materials: Metal, suitable for indoors, and protected against corrosion by electroplated zinc galvanizing, complying with ASTM B 633, Type 1, not less than 0.000472 inch (0.012 mm) thick or hot-dip galvanizing, complying with ASTM A 123/A 123M Grade 0.55, not less than 0.002165 inch (0.055 mm) thick.
- 3. Basket Cable Trays: 6 inches (150 mm) wide and 2 inches (50 mm) deep. Wire mesh spacing shall not exceed 2 by 4 inches (50 by 100 mm).
- 4. Trough Cable Trays: Nominally 6 inches (150 mm) wide.
- 5. Ladder Cable Trays: Nominally 18 inches (455 mm) wide, and a rung spacing of [12 inches (305 mm).
- 6. Channel Cable Trays: One-piece construction, nominally 4 inches (100 mm) wide. Slot spacing shall not exceed 4-1/2 inches (115 mm) o.c.
- 7. Solid-Bottom Cable Trays: One-piece construction, nominally 12 inches (305 mm) wide. Provide with solid covers.
- D. Conduit and Boxes: Comply with requirements in Section 26 05 34 "Conduit" and Section 26 05 37 "Boxes".
- E. Outlet boxes shall be no smaller than 2 inches (50 mm) wide, 3 inches (75 mm) high, and 2-1/2 inches (64 mm) deep.

## 2.02 BACKBOARDS

- A. Backboards: Plywood, fire-retardant treated, 3/4 by 48 by 96 inches (19 by 1220 by 2440 mm).

## 2.03 UTP CABLE

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. ADC.
  - 2. AMP Netconnect; a brand of Tyco Electronics Corporation.
  - 3. Belden CDT Inc.
  - 4. Belden Inc.
  - 5. Berk-Tek; a Nexans company.
  - 6. CommScope, Inc.
  - 7. Draka Cabletek USA.
  - 8. Genesis Cable Products; Honeywell International, Inc.
  - 9. KRONE Incorporated
  - 10. Mohawk; a division of Belden.
  - 11. Nordex/CDT; a subsidiary of Cable Design Technologies
  - 12. Superior Essex Inc.
  - 13. SYSTIMAX Solutions; a CommScope, Inc. brand.
  - 14. 3M; Communication Markets Division.
- B. Description: 100-ohm, 4-pair UTP, covered with a blue thermoplastic jacket.
  - 1. Comply with ICEA S-90-661 for mechanical properties.
  - 2. Comply with TIA/EIA-568-C.1 for performance specifications.
  - 3. Comply with TIA/EIA-568-C.2, Category 5e or Category 6a.
  - 4. Listed and labeled by an NRTL acceptable to authorities having jurisdiction as complying with UL 444 and NFPA 70 for the following types:
    - a. Communications, General Purpose: Type CM, CMG; MPP, CMP, MPR, CMR, MP, or MPG.

- b. Communications, Plenum Rated: Type CMP or MPP, complying with NFPA 262.
- c. Communications, Riser Rated: Type CMR, MPP, CMP, or MPR, complying with UL 1666.
- d. Communications, Limited Purpose: Type CMX, MPP, CMP, MPR, CMR, MP, MPG, CM, or CMG.
- e. Multipurpose: Type MP or MPG, or MPP or MPR.
- f. Multipurpose, Plenum Rated: Type MPP, complying with NFPA 262.
- g. Multipurpose, Riser Rated: Type MPR or MPP, complying with UL 1666.

#### **2.04 UTP CABLE HARDWARE**

- A. General Requirements for Cable Connecting Hardware: Comply with TIA/EIA-568-C.2, IDC type, with modules designed for punch-down caps or tools. Cables shall be terminated with connecting hardware of same category or higher.
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. ADC.
  - 2. American Technology Systems Industries, Inc.
  - 3. AMP Netconnect; a brand of Tyco Electronics Corporation.
  - 4. Belden CDT Networking Division/NORDX.
  - 5. Dynacom Corporation.
  - 6. Hubbell Incorporated; Hubbell Premise Wiring.
  - 7. KRONE Incorporated.
  - 8. Leviton Voice & Data Division.
  - 9. Molex Premise Networks; a division of Molex, Inc
  - 10. Nordex/CDT; a subsidiary of Cable Design Technologies.
  - 11. Panduit Corp.
  - 12. Siemon.
- C. UTP Cable Connecting Hardware: IDC type, using modules designed for punch-down caps or tools. Cables shall be terminated with connecting hardware of the same category or higher.
- D. Connecting Blocks: Provide blocks for the number of cables terminated on the block, plus 25 percent spare. Integral with connector bodies, including plugs and jacks where indicated.
- E. Cross-Connect: Modular array of connecting blocks arranged to terminate building cables and permit interconnection between cables.
  - 1. Number of Terminals per Field: One for each conductor in assigned cables.
- F. Patch Panel: Modular panels housing multiple-numbered jack units with IDC-type connectors at each jack for permanent termination of pair groups of installed cables.
- G. Jacks and Jack Assemblies: Modular, color-coded, eight-position modular receptacle units with integral IDC-type terminals.
- H. Patch Cords: Factory-made, four-pair cables in 36-inch (900 mm) lengths; terminated with eight-position modular plug at each end.
  - 1. Patch cords shall have color-coded boots for circuit identification.

#### **2.05 LOW-VOLTAGE CONTROL CABLE**

- A. Paired Cable: NFPA 70, Type CMG.
  - 1. 1 pair, twisted, No. 16 AWG, stranded (19x29) and No. 18 AWG, stranded (19x30) tinned copper conductors.
  - 2. PVC insulation.
  - 3. Unshielded.
  - 4. PVC jacket.

5. Flame Resistance: Comply with UL 1581.
- B. Plenum-Rated, Paired Cable: NFPA 70, Type CMP.
  1. 1 pair, twisted, No. 16 AWG, stranded (19x29) and No. 18 AWG, stranded (19x30) tinned copper conductors.
  2. PVC insulation.
  3. Unshielded.
  4. PVC jacket.
  5. Flame Resistance: Comply with NFPA 262.

## **2.06 CONTROL-CIRCUIT CONDUCTORS**

- A. Class 1 Control Circuits: Stranded copper, Type THHN-THWN, complying with UL 83, in raceway or type XHHN, complying with UL 44, in raceway.
- B. Class 2 Control Circuits: Stranded copper, Type THHN-THWN, complying with UL 83, in raceway, power-limited cable, complying with UL 83, concealed in building finishes, power-limited tray cable, complying with UL 83, in cable tray, or type XHHN, complying with UL 44, in raceway.
- C. Class 3 Remote-Control and Signal Circuits: Stranded copper, Type TW or TF, complying with UL 83.

## **2.07 FIRE ALARM WIRE AND CABLE**

- A. General Wire and Cable Requirements: NRTL listed and labeled as complying with NFPA 70, Article 760.
- B. Signaling Line Circuits: Twisted, shielded copper pair, not less than No. 18 AWG or as recommended by system manufacturer.
  1. Circuit Integrity Cable: Twisted shielded copper pair, NFPA 70, Article 760, Classification CI, for power-limited fire alarm signal service Type FPL. NRTL listed and labeled as complying with UL 1424 and UL 2196 for a 2-hour rating.
- C. Non-Power-Limited Circuits: Solid-copper conductors with 600-V rated, 75 deg C, color-coded insulation.
  1. Low-Voltage Circuits: No. 16 AWG, minimum.
  2. Line-Voltage Circuits: No. 12 AWG, minimum.
  3. Multiconductor Armored Cable: NFPA 70, Type MC, copper conductors, Type TFN/THHN conductor insulation, copper drain wire, copper armor with outer jacket with red identifier stripe, NRTL listed for fire alarm and cable tray installation, plenum rated, and complying with requirements in UL 2196 for a 2-hour rating.
- D. Power Limited Circuits: Twisted, shielded copper pair, not less than No. 16 AWG or as recommended by system manufacturer.

## **2.08 GROUNDING**

- A. Comply with requirements in 26 05 26 Grounding and Bonding for Electrical Systems for grounding conductors and connectors.
- B. Comply with ANSI-J-STD-607-A.

## **2.09 LIGHTNING AND SURGE PROTECTION/SUPPRESSION**

- A. Lightning protection devices for fire alarm equipment shall include: surge arrestors, transient voltage surge suppressors, and communications circuit protectors meeting the requirements of the NEC.
- B. Surge Arrestors:

1. Surge arrestors shall be connected to each ungrounded conductor of AC power connections. Surge arrestors shall be located in separate electrical boxes as close as practical to location where the wiring enters the building for the fire alarm equipment to be protected.
  2. Conductors used to connect the surge arrestor between an ungrounded line or a bus to ground shall not be longer than necessary and shall avoid unnecessary bends. Surge suppressors shall be independently grounded; not be grounded to the enclosing box. The conductors shall not be smaller than No. 12 AWG copper. The surge ground shall be connected to one of the following: (1) grounding electrode conductor; (2) the grounding electrode for the service; or (3) the equipment grounding terminal in the service equipment. Grounded and grounding conductors shall be interconnected only by the normal operation of the surge arrestor during a surge and not affect the normal operation of the fire alarm equipment.
  3. Surge arrestor grounding connections shall be made in accordance with Article 250 of the NEC. Grounding conductors shall not be run in metal enclosures unless bonded to both ends of such enclosure. The resistance to earth of the grounding electrode serving the surge suppressor shall not exceed 1 ohm.
  4. Surge arrestors must be listed for use in line-to-line and line-to-neutral protection for single phase 120 Volt AC 50 to 60 Hz circuits with the capability of repetitive operation and reset without affecting protective capability or requiring manual intervention. If the surge arrestor is located remotely from the system neutral to ground bond, then the surge arrestor must also be listed for common mode protection from line-to-ground and neutral-to-ground.
- C. Communication Circuit Protectors
1. Communications circuit protectors shall be connected to each ungrounded conductor of signaling line, D.C. proprietary, remote station or central station circuits monitoring the local fire alarm system as well as any local fire alarm system circuits which are routed external to the building. Communications circuit protectors shall be located as close as practical to the point where the protected circuit leaves or enters the building.
  2. Conductors used to connect communications circuit protectors to the building grounding electrode system shall not be longer than necessary and shall avoid unnecessary bends. The conductors shall not be smaller than No. 12 AWG copper.
  3. Communications circuit protectors must be listed for use in line-to-line and line-to-earth protection for low voltage, low energy fire alarm systems.
- D. Ground splices shall be avoided.

## **2.10 IDENTIFICATION PRODUCTS**

- A. Comply with TIA/EIA-606-A and UL 969 for a system of labeling materials, including label stocks, laminating adhesives, and inks used by label printers.
- B. Comply with requirements in Division 26 Section "Identification for Electrical Systems."

## **2.11 SOURCE QUALITY CONTROL**

- A. Factory test UTP and optical fiber cables on reels according to TIA/EIA-568-C.1.
- B. Factory test UTP cables according to TIA/EIA-568-C.2.
- C. Factory test optical fiber cables according to TIA-526-7, TIA-526-14-A and TIA/EIA-568-C.3.
- D. Cable will be considered defective if it does not pass tests and inspections.
- E. Prepare test and inspection reports.

## **PART 3 EXECUTION**

### **3.01 WIRING METHODS**

- A. Exposed cabling shall be installed in red EMT conduit and shall only be permitted where installed in electrical rooms, mechanical rooms, stairwells, wall-mounted devices on masonry walls, and where approved by the owner.
- B. Install wiring in raceways. Conceal raceways and wiring in general. Minimum conduit size shall be 3/4 inch (21 mm). Control and data transmission wiring shall not share conduit with other building wiring systems.
  - 1. Proper horizontal support of cable in accessible ceilings shall be interpreted as intervals of no more than five feet and only by immobile building structure. Horizontal support fixtures shall be industry standard J-hooks, bridal rings, or approved equal.
  - 2. Horizontal support of cable in non-accessible ceilings shall be interpreted as supporting cable where possible from immobile building structure. Cable in non-accessible ceilings shall be routed in a manner that the cable cannot be damaged as a result of the building's normal operation. Cable routing and cable supporting locations in non-accessible ceilings shall be approved by the Owner.
  - 3. Vertical support shall not be required where the vertical run originates no further than six feet from a horizontal run and is at no point exposed. In no case shall a vertical run penetrate floors or ceilings. For runs further than six feet, access panels must be created at no more than five foot intervals and the cable shall be affixed to vertical structure via industry standard fasteners. The cable shall be installed and supported so that the nearest outside surface of the cable or raceway is not less than 1-1/4 inches from the nearest edge of the framing member.
- C. Wiring Method: Install cables in raceways except within consoles and cabinets. Conceal raceway except in unfinished spaces.
  - 1. Comply with requirements for raceways and boxes specified in Division 26.
  - 2. The color code of the cabling shall be continuous throughout.
- D. Wiring within Enclosures: Bundle, lace, and train conductors to terminal points with no excess and without exceeding manufacturer's limitations on bending radii. Use lacing bars and distribution spools. Separate power-limited and non-power-limited conductors as recommended in writing by manufacturer. Install conductors parallel with or at right angles to sides and back of enclosure. Connect conductors that are terminated, spliced, or interrupted in any enclosure associated with intrusion system to terminal blocks. Mark each terminal according to system's wiring diagrams. Make all connections with approved crimp-on terminal spade lugs, pressure-type terminal blocks, or plug connectors.
- E. Class "A" addressable and non-addressable circuits shall not be T-tapped.

### **3.02 INSTALLATION OF PATHWAYS**

- A. Comply with TIA-569-B for pull-box sizing and length of conduit and number of bends between pull points.
- B. Comply with requirements in Section 26 05 34 Conduit and Section 26 05 37 Boxes for installation of conduits and wireways.
- C. Install manufactured conduit sweeps and long-radius elbows whenever possible.
- D. Pathway Installation in Equipment Rooms:
  - 1. Position conduit ends adjacent to a corner on backboard where a single piece of plywood is installed or in the corner of room where multiple sheets of plywood are installed around perimeter walls of room.
  - 2. Install cable trays to route cables if conduits cannot be located in these positions.

3. Secure conduits to backboard when entering room from overhead.
  4. Install metal conduits with grounding bushings and connect with grounding conductor to grounding system.
- E. Backboards: Install backboards with 96-inch (2440-mm) dimension vertical. Butt adjacent sheets tightly, and form smooth gap-free corners and joints.

### **3.03 INSTALLATION OF HANGERS AND SUPPORTS**

- A. Comply with requirements in Section 26 05 29 Hangers and Supports for Electrical Systems. for installation of supports for pathways, conductors and cables.

### **3.04 INSTALLATION OF CONDUCTORS AND CABLES**

- A. Comply with NECA 1.
- B. Conductors: Size according to system manufacturer's written instructions unless otherwise indicated.
1. Conductor size shall be determined to include a minimum of an additional 15% of load for expansion.
- C. Routing
1. All fire alarm system raceways shall be provided at a height so as not to obstruct any portion of a window, doorway, stairway or a passageway, and shall not interfere with the operation of any existing mechanical or electrical equipment.
  2. All fire alarm system raceways shall be routed to minimize the potential for physical damage, either mechanical or by fire.
- D. General Requirements for Cabling:
1. Comply with TIA/EIA-568-C.1.
  2. Comply with BICSI ITSIM, Ch. 6, "Cable Termination Practices."
  3. Terminate all conductors; no cable shall contain unterminated elements. Make terminations only at indicated outlets, terminals, and cross-connect and patch panels.
  4. Bundle, lace, and train conductors to terminal points without exceeding manufacturer's limitations on bending radii, but not less than radii specified in BICSI ITSIM. Install lacing bars and distribution spools.
  5. Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points. Remove and discard cable if damaged during installation and replace it with new cable.
  6. Cold-Weather Installation: Bring cable to room temperature before dereeling. Heat lamps shall not be used for heating.
  7. Pulling Cable: Comply with BICSI ITSIM, Ch. 4, "Pulling Cable." Monitor cable pull tensions.
- E. UTP Cable Installation: Install using techniques, practices, and methods that are consistent with the rating of the components and that ensure performance of completed and linked signal paths of the cable, end to end.
1. Comply with TIA/EIA-568-C.2.
  2. Do not untwist UTP cables more than 1/2 inch (12 mm) from the point of termination to maintain cable geometry.
  3. Install lacing bars to restrain cables, to prevent straining connections, and to prevent bending cables to smaller radii than minimums recommended by manufacturer.
- F. Installation of Cable Routed Exposed under Raised Floors:
1. Install plenum-rated cable only.
  2. Install cabling after the flooring system has been installed in raised floor areas.
  3. Coil cable 72 inches (1830 mm)] long shall be neatly coiled not less than 12 inches (300 mm) in diameter below each feed point.

G. Separation from EMI Sources:

1. Comply with BICSI TDMM and TIA-569-B recommendations for separating unshielded copper voice and data communication cable from potential EMI sources, including electrical power lines and equipment.
2. Separation between open communications cables or cables in nonmetallic raceways and unshielded power conductors and electrical equipment shall be as follows:
  - a. Electrical Equipment Rating Less Than 2 kVA: A minimum of 5 inches (127 mm).
3. Separation between communications cables in grounded metallic raceways and unshielded power lines or electrical equipment shall be as follows:
  - a. Electrical Equipment Rating Less Than 2 kVA: A minimum of 2-1/2 inches (64 mm).
4. Separation between communications cables in grounded metallic raceways and power lines and electrical equipment located in grounded metallic conduits or enclosures shall be as follows:
  - a. Electrical Equipment Rating Less Than 2 kVA: No requirement.
5. Separation between Cables and Fluorescent Fixtures: A minimum of 5 inches (127 mm).

**3.05 FIRE ALARM WIRING INSTALLATION**

- A. Comply with NECA 1 and NFPA 72.
- B. Wiring Method: Install wiring in metal raceway in accordance with Division 26.
  1. Fire alarm circuits and equipment control wiring associated with the fire alarm system shall be installed in a dedicated raceway system. This system shall not be used for any other wire or cable.
- C. Wiring Method:
  1. Cables and raceways used for fire alarm circuits, and equipment control wiring associated with the fire alarm system, may not contain any other wire or cable.
  2. Cabling shall be continuous (except bare shield drain conductors) between devices or between devices and intermediary terminal cabinets.
  3. Fire-Rated Cables: Use of 2-hour, fire-rated fire alarm cables, NFPA 70, Types MI and CI, is permitted.
  4. Signaling Line Circuits: Power-limited fire alarm cables may be installed in the same cable or raceway as signaling line circuits.
- D. Wiring within Enclosures: Separate power-limited and non-power-limited conductors as recommended by manufacturer.
  1. Install conductors parallel with or at right angles to sides and back of the enclosure.
  2. Bundle, lace, and train conductors to terminal points with no excess.
  3. AC power conductors shall be bundled and routed separately from low voltage conductors. A minimum 2-inch separation shall be maintained between AC power conductors and low voltage conductors, wherever possible.
  4. Connect conductors that are terminated, spliced, or interrupted in any enclosure associated with the fire alarm system to terminal blocks.
  5. Mark each terminal according to the system's wiring diagrams. Make all connections with approved crimp-on terminal spade lugs, pressure-type terminal blocks, or plug connectors.
  6. Control panel and device enclosures shall not be used as raceways. Conductors which do not terminate within a control panel or enclosure shall not be routed through that enclosure.
- E. Cable Taps: Use numbered terminal strips in junction, pull, and outlet boxes, cabinets, or equipment enclosures where circuit connections are made.

- F. Color-Coding: Paint fire alarm system junction boxes and covers red. Color-code fire alarm circuits and pathways differently from the normal building power, lighting, control and telecommunications wiring. Use a different color-code for each of the following:
  - 1. Signaling line circuits.
  - 2. Audible notification appliance circuits.
  - 3. Visible notification appliance circuits.
  - 4. Alarm initiating device circuits.
  - 5. Supervisory initiating device circuits.
  - 6. Control circuits.
- G. Risers: Where required, install a minimum of two vertical cable risers to serve the fire alarm system. Separate risers a minimum of 1 foot when installed vertically and 4 feet when installed horizontally, so the loss of one riser does not prevent the receipt or transmission of signals from other floors or zones.
- H. Wiring to Remote Alarm Transmitting Device: 1-inch (25-mm) conduit between the fire alarm control panel and the transmitter. Install number of conductors and electrical supervision for connecting wiring as needed to suit monitoring function.
- I. Shielding:
  - 1. Where required by the fire alarm equipment manufacturer(s), fire alarm circuits shall be twisted and shielded and as necessary to prevent electrical and/or audio crosstalk between conductors installed in common raceways.
  - 2. All conductor shielding shall be continuous (with splices) for the length of the circuit, grounded at the associated control panel only.
  - 3. Shield drain conductors and foil shall be trimmed and taped at each splice to prevent grounding of the shield at any location other than the associated control panel.

### **3.06 POWER AND CONTROL-CIRCUIT CONDUCTORS**

- A. 120-V Power Wiring: Install according to Section 26 05 19 Low-Voltage Electrical Power Conductors and Cables unless otherwise indicated.
- B. Minimum Conductor Sizes:
  - 1. Class 1 remote-control and signal circuits, No. 14 AWG.
  - 2. Class 2 low-energy, remote-control and signal circuits, No. 18 AWG.
  - 3. Class 3 low-energy, remote-control, alarm and signal circuits, No. 18 AWG.

### **3.07 NETWORK COMMUNICATIONS**

- A. Network communications cabling shall be copper conductors or fiber-optic cabling

### **3.08 CONNECTIONS**

- A. Comply with requirements in Section 28 46 00 Fire Detection and Alarm for connecting, terminating, and identifying wires and cables.
- B. All connections shall be accessible for inspection and servicing and shall be clearly identified on the contractor record drawings.

### **3.09 TERMINATIONS**

- A. All fire alarm conductor terminations, except splices in shield drain conductors, shall be on numbered terminals or terminal strips. All fire alarm conductor terminations shall be within junction boxes, device backboxes, terminal cabinets, control panels or other suitable metal enclosures. Terminals and terminal strips shall be suitable for the size and number of conductors connected to them.
- B. All connections and end-of-line devices shall be designed to be accessible for inspection and servicing.

- C. Conductors connected together shall be only via pressure plate type barrier terminal strips and have the same color insulation.
- D. Terminations to terminals shall be by barrier plate/pressure plate type terminals.
- E. Splices shall be permitted in shield drain conductors only. All such splices shall use a crimp type pigtail and be taped to prevent shorts to ground.
- F. All terminations are subject to the approval the Owner and the Engineer.

### **3.10 REMOVAL OF CONDUCTORS AND CABLES**

- A. Remove abandoned conductors and cables.

### **3.11 CONTROL-CIRCUIT CONDUCTORS**

- A. Minimum Conductor Sizes:
  - 1. Class 1 remote-control and signal circuits, No 14 AWG.
  - 2. Class 2 low-energy, remote-control, and signal circuits, [No. 14] AWG.
  - 3. Class 3 low-energy, remote-control, alarm, and signal circuits, [No 14] AWG.

### **3.12 FIRESTOPPING**

- A. Comply with requirements in Section 07 84 00 Firestopping.

### **3.13 GROUNDING**

- A. For low-voltage wiring and cabling, comply with requirements in Section 26 05 26 Grounding and Bonding for Electrical Systems.
- B. Bond metallic equipment to the grounding bus bar, using not smaller than No. 10 AWG equipment grounding conductor.
- C. Ground splices shall be avoided

### **3.14 IDENTIFICATION**

- A. Identify system components, wiring, and cabling complying with TIA/EIA-606-A. Comply with requirements for identification specified in Section 26 05 53 Identification for Electrical Systems.
- B. Comply with requirements in Section 09 90 00 Painting and Coating for painting backboards. For fire-resistant plywood, do not paint over manufacturer's label.
- C. Cable and Wire Identification:
  - 1. Label each cable within 4 inches (100 mm) of each termination and tap, where it is accessible in a cabinet or junction or outlet box, and elsewhere as indicated.
  - 2. Each wire connected to building-mounted devices is not required to be numbered at device if color of wire is consistent with associated wire connected and numbered within panel or cabinet.
  - 3. Exposed Cables and Cables in Cable Trays and Wire Troughs: Label each cable at intervals not exceeding 15 feet (4.5 m).
  - 4. Conductors shall be numbered with durable, self-adhesive plastic wire tags at both ends.
- D. The conductor numbers shall be shown on the record drawings in a manner allowing ready identification of any field wiring conductor in any control panel.

### **3.15 FIELD QUALITY CONTROL**

- A. Perform tests and inspections.
- B. Tests and Inspections:
  - 1. Test and document the resistance of all new cabling for fire alarm systems. Any existing cabling to be reused is not required to test and document the resistance of the cabling.

2. Visually inspect UTP and optical fiber cable jacket materials for NRTL, UL or third-party certification markings. Inspect cabling terminations to confirm color-coding for pin assignments, and inspect cabling connections to confirm compliance with TIA/EIA-568-C.1.
  3. Visually inspect cable placement, cable termination, grounding and bonding, equipment and patch cords, and labeling of all components.
  4. Test UTP cabling for DC loop resistance, shorts, opens, intermittent faults, and polarity between conductors. Test operation of shorting bars in connection blocks. Test cables after termination but not cross connection.
  5. Test instruments shall meet or exceed applicable requirements in TIA/EIA-568-C.2. Perform tests with a tester that complies with performance requirements in "Test Instruments (Normative)" Annex, complying with measurement accuracy specified in "Measurement Accuracy (Informative)" Annex. Use only test cords and adapters that are qualified by test equipment manufacturer for channel or link test configuration.
  6. Optical Fiber Cable Performance Tests: Perform optical fiber end-to-end link tests according to TIA/EIA-568-C.1 and TIA/EIA-568-C.3.
  7. Final Verification Tests: Perform verification tests for UTP and optical fiber systems after the complete communications cabling and workstation outlet/connectors are installed.
  8. Optical Fiber Cable Tests:
    - a. Test instruments shall meet or exceed applicable requirements in TIA/EIA-568-C.1. Use only test cords and adapters that are qualified by test equipment manufacturer for channel or link test configuration.
      - 1) Link End-to-End Attenuation Tests:
      - 2) Multi-mode Link Measurements: Test at 850 or 1300 nm in 1 direction in accordance with TIA-526-14-A, Method B, One Reference Jumper.
      - 3) Single-mode Link Measurements: Test at 1310 or 1550 nm in 1 direction in accordance with TIA-526-7, Method A, One Reference Jumper.
      - 4) Multi-mode attenuation test results for links shall be less than 2.0 dB. Attenuation test results shall be less than that calculated in accordance with equation in TIA/EIA-568-C.1.
      - 5) Single-mode attenuation test results for links shall be less than 1.0 dB. Attenuation test results shall be less than that calculated in accordance with equation in TIA/EIA-568-C.1.
- C. End-to-end cabling will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.

**END OF SECTION**

**SECTION 28 46 00**  
**FIRE DETECTION AND ALARM**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Fire alarm system design and installation, including all components.
- B. Replacement and removal of existing fire alarm system components.
- C. Maintenance of fire alarm system under contract for specified warranty period.

**1.02 RELATED REQUIREMENTS**

- A. Section 07 84 00 - Firestopping: Materials and methods for work to be performed by this installer.

**1.03 REFERENCE STANDARDS**

- A. NFPA 72 - National Fire Alarm and Signaling Code.
- B. NFPA 101 - Life Safety Code.
- C. The specifications and standards listed below form a part of this specification. The system shall fully comply with the latest issue of these standards, if applicable.
  - 1. National Fire Protection Association (NFPA) - USA:
    - a. No. 12 Extinguishing Systems (low and high)
    - b. No. 12A Halon 1301 Extinguishing Systems
    - c. No. 13 Sprinkler Systems
    - d. No. 15 Water Spray Systems
    - e. No. 16 Foam / Water Deluge and Spray Systems
    - f. No. 17 Dry Chemical Extinguishing Systems
    - g. No. 17A Wet Chemical Extinguishing Systems
    - h. No. 2001 Clean Agent Extinguishing Systems
    - i. No. 70 National Electric Code
    - j. No. 90A Air Conditioning Systems
    - k. No. 92A Smoke Control Systems
    - l. No. 92B Smoke Management Systems in Malls, Atria, Large Areas
    - m. No. 72 National Fire Alarm Code
    - n. No. 101 Life Safety Code
  - 2. Underwriters Laboratories Inc. (UL) - USA:
    - a. No. 268 Smoke Detectors for Fire Protective Signaling Systems
    - b. No. 864 Control Units for Fire Protective Signaling Systems
    - c. No. 2572 Mass Notification Systems
    - d. No. 217 Smoke Detectors, Single and Multiple Station
    - e. No. 228 Door Closers - Holders for Fire Protective Signaling Systems
    - f. No. 268A Smoke Detectors for Duct Applications
    - g. No. 521 Heat Detectors for Fire Protective Signaling Systems
    - h. No. 464 Audible Signaling Appliances
    - i. No. 38 Manually Actuated Signaling Boxes
    - j. No. 1481 Power Supplies for Fire Protective Signaling Systems
    - k. No. 346 Waterflow Indicators for Fire Protective Signaling Systems
    - l. No. 1076 Control Units for Burglar Alarm Proprietary Protective Signaling Systems
    - m. No. 1971 Visual Notification Appliances
    - n. No. 2017 Standard for General-Purpose Signaling Devices and Systems
    - o. No. 60950 Safety of Information Technology Equipment

3. Local and State Building Codes.
4. All requirements of the Authority Having Jurisdiction (AHJ).
- D. Approvals
  1. The system shall have proper listing and/or approval from the following nationally recognized agencies:
  2. Underwriters Laboratories, Inc
  3. Underwriters Laboratories Canada
  4. Factory Mutual
  5. FM 6320 Factory Mutual Gas Detection System

#### 1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Proposal Documents: Submit the following with cost/time proposal:
  1. NFPA 72 "Record of Completion", filled out to the extent known at the time.
  2. Manufacturer's detailed data sheet for each control unit, initiating device, and notification appliance.
  3. Certification by Contractor that the system design will comply with the contract documents.
  4. Proposed maintenance contract.
- C. Drawings must be prepared in current version of AutoCAD plotted in black ink.
  1. Owner will provide floor plan drawings for Contractor's use; verify all dimensions on Owner-provided drawings.
- D. Evidence of designer qualifications.
- E. Design Documents: Submit all information required for plan review and permitting by authorities having jurisdiction, including but not limited to floor plans, riser diagrams, and description of operation:
  1. Copy (if any) of list of data required by authority having jurisdiction.
  2. NFPA 72 "Record of Completion", filled out to the extent known at the time.
  3. Clear and concise description of operation, with input/output matrix similar to that shown in NFPA 72 Appendix A-7-5-2.2(9), and complete listing of software required.
  4. System zone boundaries and interfaces to fire safety systems.
  5. Location of all components, circuits, and raceways; mark components with identifiers used in control unit programming.
  6. Circuit layouts; number, size, and type of raceways and conductors; conduit fill calculations; spare capacity calculations; notification appliance circuit voltage drop calculations.
  7. List of all devices on each signaling line circuit, with spare capacity indicated.
  8. Manufacturer's detailed data sheet for each component, including wiring diagrams, installation instructions, and circuit length limitations.
  9. Description of power supplies; if secondary power is by battery include calculations demonstrating adequate battery power.
  10. Certification by either the manufacturer of the control unit or by the manufacturer of each other component that the components are compatible with the control unit.
  11. Certification by the manufacturer of the control unit that the system design complies with the contract documents.
  12. Certification by Contractor that the system design complies with the contract documents.
  13. Do not show existing components to be removed.
- F. Evidence of installer qualifications.
- G. Evidence of instructor qualifications; training lesson plan outline.
- H. Evidence of maintenance contractor qualifications, if different from installer.

- I. Inspection and Test Reports:
  - 1. Submit inspection and test plan prior to closeout demonstration.
  - 2. Submit documentation of satisfactory inspections and tests.
  - 3. Submit NFPA 72 "Inspection and Test Form," filled out.
- J. Operating and Maintenance Data: See Section 01 78 00 for additional requirements; revise and resubmit until acceptable; have one set available during closeout demonstration:
  - 1. Complete set of specified design documents, as approved by authority having jurisdiction.
  - 2. Additional printed set of project record documents and closeout documents, bound or filed in same manuals.
  - 3. Contact information for firm that will be providing contract maintenance and trouble call-back service.
  - 4. List of recommended spare parts, tools, and instruments for testing.
  - 5. Replacement parts list with current prices, and source of supply.
  - 6. Detailed troubleshooting guide and large scale input/output matrix.
  - 7. Preventive maintenance, inspection, and testing schedule complying with NFPA 72; provide printed copy and computer format acceptable to Owner.
  - 8. Detailed but easy to read explanation of procedures to be taken by non-technical administrative personnel in the event of system trouble, when routine testing is being conducted, for fire drills, and when entering into contracts for remodeling.
- K. Project Record Documents: See Section 01 78 00 for additional requirements; have one set available during closeout demonstration:
  - 1. Complete set of floor plans showing actual installed locations of components, conduit, and zones.
  - 2. "As installed" wiring and schematic diagrams, with final terminal identifications.
  - 3. "As programmed" operating sequences, including control events by device, updated input/output chart, and voice messages by event.
- L. Closeout Documents:
  - 1. Certification by manufacturer that the system has been installed in compliance with his installation requirements, is complete, and is in satisfactory operating condition.
  - 2. NFPA 72 "Record of Completion", filled out completely and signed by installer and authorized representative of authority having jurisdiction.
  - 3. Maintenance contract.
- M. Maintenance Materials, Tools, and Software: Furnish the following for Owner's use in maintenance of project.
  - 1. Furnish spare parts of same manufacturer and model as those installed; deliver in original packaging, labeled in same manner as in operating and maintenance data and place in spare parts cabinet.
  - 2. In addition to the items in quantities indicated in PART 2, furnish the following:
    - a. All tools, software, and documentation necessary to modify the fire alarm system using Owner's personnel; minimum modification capability to include addition and deletion of devices, circuits, and zones, and changes to system description, operation, and evacuation and instructional messages.
    - b. One copy, on CD-ROM, of all software not resident in read-only-memory.

#### 1.05 QUALITY ASSURANCE

- A. Copies of Design Criteria Documents: Maintain at the project site for the duration of the project, bound together, an original copy of NFPA 72, the relevant portions of applicable codes, and instructions and guidelines of authorities having jurisdiction; deliver to Owner upon completion.
- B. Designer Qualifications: NICET Level III or IV (3 or 4) certified fire alarm technician or registered fire protection engineer, employed by fire alarm control panel manufacturer,

Contractor, or installer, with experience designing fire alarm systems in the jurisdictional area of the authorities having jurisdiction.

- C. Manufacturer Qualifications: Firm with minimum five years documented experience manufacturing fire alarm systems and devices as described in this section.
- D. Installer Qualifications: Firm with minimum three years documented experience installing fire alarm systems of the specified type and providing contract maintenance service as a regular part of their business.
  - 1. Authorized representative of control unit manufacturer; submit manufacturer's certification that installer is authorized; include name and title of manufacturer's representative making certification.
  - 2. NICET level III or IV (3 or 4) certified fire alarm technician; furnish name and address.
  - 3. Certified in the State in which the Project is located as fire alarm installer.
- E. Maintenance Contractor Qualifications: Same entity as installer or different entity with specified qualifications.
- F. Instructor Qualifications: Experienced in technical instruction, understanding fire alarm theory, and able to provide the required training; trained by fire alarm control unit manufacturer.

#### **1.06 WARRANTY**

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Provide control panel manufacturer's warranty that system components other than wire and conduit are free from defects and will remain so for five years after date of Substantial Completion.
- C. Provide installer's warranty that the materials and installation shall be free from defects and will remain so for two years after date of Substantial Completion.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. Fire Alarm Control Units - Basis of Design: Honeywell Security & Fire Solutions / Notifier Onyx Series: <http://www.notifier.com>.
- B. Initiating Devices, and Notification Appliances:
  - 1. Same manufacturer as control units.
  - 2. Provide all initiating devices and notification appliances made by the same manufacturer.
  - 3. Flow switches and tamper switches to be provided by System Sensor or approved equal: [www.systemsensor.com](http://www.systemsensor.com).
- C. Substitutions: See Section 01 60 00 - Product Requirements.
  - 1. For substitution of products by manufacturers not listed, submit product data showing features and certification by Contractor that the design will comply with contract documents at least 10 calendar days prior to bid opening.

#### **2.02 FIRE ALARM SYSTEM**

- A. Description:
  - 1. The fire alarm system shall comply with requirements of NFPA Standard 72 for Protected Premises Signaling Systems except as modified and supplemented by this specification. The system shall be electrically supervised and monitor the integrity of all conductors.
  - 2. Provide complete addressable fire alarm system, including control panels, annunciator panels, voice evacuation, and all peripheral devices such as detectors, pull stations, indicating devices, etc. as required for a complete and operating system as per the drawings and specifications.
  - 3. The facility shall have an emergency voice alarm communication system. Digitally stored message sequences shall notify the building occupants that a non-fire emergency or life

safety condition has been reported. Message generator(s) shall be capable of automatically distributing up to eight (8) simultaneous, unique messages to appropriate audio zones within the facility based on the type and location of the initiating event. The Fire Command Center (FCC) shall also support Emergency manual voice announcement capability for both system wide or selected audio zones, and shall include provisions for the system operator to override automatic messages system wide or in selected zones.

4. The system shall be support additional, alternate Fire Command Centers, which shall be capable of simultaneous monitoring of all system events. Alternate Fire Command Centers shall also support an approved method of transferring the control functions to an alternate Fire Command Center when necessary. All Fire Command Centers shall be individually capable of assuming Audio Command functions such as Emergency Paging, audio zone control functions, and Firefighter's Telephone communication functions.
  5. Each designated zone shall transmit separate and different alarm, supervisory and trouble signals to the Fire Command Center (FCC) and designated personnel in other buildings at the site via a multiplex communication network.
  6. The fire alarm system shall be manufactured by an ISO 9001:2008 certified company and meet the requirements of BS EN9001: ANSI/ASQC Q9001-1994
  7. The FACP and peripheral devices shall be manufactured 100% by a single U.S. manufacturer (or division thereof). It's acceptable for peripheral devices to be manufactured outside of the U.S. by a division of the U.S. based parent company.
  8. All duct smoke detectors are to be provided with new, key-operated test switches installed in accessible locations. Test switches are to be approved by owner prior to installation.
  9. The fire alarm annunciator panels are to be provided to display building map and LED with zones as directed by owner.
  10. The locations indicated on the fire alarm device plans are diagrammatic in nature and the following devices are to be installed in locations approved by owner:
    - a. Fire alarm annunciators
    - b. Fire alarm control units
    - c. Remote power supplies
    - d. Voice evacuation control units
    - e. Remote test stations
  11. The system and its components shall be Underwriters Laboratories, Inc. listed under the appropriate UL testing standard as listed herein for fire alarm applications and the installation shall be in compliance with the UL listing.
- B. Scope:
1. A new intelligent reporting, microprocessor controlled fire and gas detection system shall be installed in accordance to the project specifications and drawings.
  2. Basic Performance:
    - a. Alarm, trouble and supervisory signals from all intelligent reporting devices shall be encoded on NFPA Style 4 (Class B) Signaling Line Circuits (SLC).
    - b. Device Circuits (IDC) shall be wired Class A (NFPA Style D) as part of an addressable device connected by the SLC Circuit.
    - c. Notification Appliance Circuits (NAC) shall be wired Class A (NFPA Style Z) as part of an addressable device connected by the SLC Circuit.
    - d. On Style 6 or 7 (Class A) configurations a single ground fault or open circuit on the system Signaling Line Circuit shall not cause system malfunction, loss of operating power or the ability to report an alarm.
    - e. Alarm signals arriving at the FACP shall not be lost following a primary power failure (or outage) until the alarm signal is processed and recorded.
    - f. Speaker circuits may be controlled by NAC outputs built into the amplifiers, which shall function as addressable points on the Digital Audio Loop.

- g. NAC speaker circuits shall be arranged such that there is a minimum of one speaker circuit per floor of the building or smoke zone whichever is greater.
- h. Audio amplifiers and tone generating equipment shall be electrically supervised for normal and abnormal conditions.
- i. NAC speaker circuits and control equipment shall be arranged such that loss of any one (1) speaker circuit will not cause the loss of any other speaker circuit in the system.
- j. Two-way emergency telephone communication circuits shall be supervised for open and short circuit conditions.
- k. Speaker circuits shall be arranged such that there is a minimum of one speaker circuit per smoke zone.
- l. Speaker circuits shall be electrically supervised for open and short circuit conditions. If a short circuit exists on a speaker circuit, it shall not be possible to activate that circuit.
- m. Audio amplifiers and tone generating equipment shall be electrically supervised for abnormal conditions. Digital amplifiers shall provide built-in speaker circuits, field configurable as four Class B (Style Y), or two Class A (Style Z) circuits.
- n. Digital amplifiers shall be capable of storing up to two minutes of digitally recorded audio messages and tones. The digital amplifiers shall also be capable of supervising the connection to the associated digital message generator, and upon loss of that connection shall be capable of one of the following system responses:
  - 1) The digital amplifier shall automatically broadcast the stored audio message.
  - 2) The digital amplifier shall switch to a mode where a local bus input on the digital amplifier will accept an input to initiate a broadcast of the stored message. This bus input shall be connected to a NAC on a local FACP for the purpose of providing an alternate means of initiating an emergency message during a communication fault condition.
  - 3) Speaker circuits shall be either 25 VRMS or 70VRMS. Speaker circuits shall have 20% spare capacity for future expansion or increased power output requirements.
  - 4) Two-way emergency telephone (Fire Fighter Telephone) communication shall be supported between the Audio Command Center and up to seven (7) remote Fire Fighter's Telephone locations simultaneously on a telephone riser.
  - 5) Means shall be provided to connect FFT voice communications to the speaker circuits in order to allow voice paging over the speaker circuit from a telephone handset.
  - 6) The digital audio message generator shall be of reliable, non-moving parts, and support the digital storage of up to 32 minutes of tones and emergency messages, shall support programming options to string audio segments together to create up to 1000 messages, or to loop messages and parts of messages to repeat for pre-determined cycles or indefinitely.

C. Main Fire Alarm Control Panel or Network Node:

- 1. Main FACP or network node shall be a NOTIFIER Model NFS2-3030 or approved equal and shall contain a microprocessor based Central Processing Unit (CPU) and power supply. The CPU shall communicate with and control the following types of equipment used to make up the system: intelligent addressable smoke and thermal (heat) detectors, addressable modules, printer, annunciators, and other system controlled devices.
- 2. In conjunction with intelligent Loop Control Modules and Loop Expander Modules, the main FACP shall perform the following functions:
  - a. Supervise and monitor all intelligent addressable detectors and monitor modules connected to the system for normal, trouble and alarm conditions.
  - b. Supervise all initiating signaling and notification circuits throughout the facility by way of connection to addressable monitor and control modules.

- c. Detect the activation of any initiating device and the location of the alarm condition. Operate all notification appliances and auxiliary devices as programmed. In the event of CPU failure, all SLC loop modules shall fallback to degrade mode. Such degrade mode shall treat the corresponding SLC loop control modules and associated detection devices as conventional two-wire operation. Any activation of a detector in this mode shall automatically activate associated Notification Appliance Circuits.
- D. System Capacity and General Operation:
  - 1. The FACP shall be capable of integrating with Honeywell Prowatch. The state's preferred vendor will provide, install and program the Honeywell ProWatch integration portion of work; to include Honeywell PWN0T1HSDK, professional services, licensing, and programming the software to integrate the access control system monitoring with the new Notifier fire alarm system. The fire alarm vendor will coordinate with the preferred access control vendor providing them with a Gateway output and a complete points list from the FACP for programming.
  - 2. The FACP shall be capable of communicating on Noti-Fire-Net over a Local Area Network (LAN) or Wide Area Network (WAN) utilizing a peer-to-peer, inherently regenerative communication format and protocol. The network shall support communication speed up to 100 Mb and support up to 200 panels / nodes per network.
  - 3. The control panel shall be capable of expansion via up to 10 SLC loops. Each module shall support up to 318 analog/addressable devices for a maximum system capacity of 3180 points. The Fire Alarm Control Panel shall include a full featured operator interface control and annunciation panel that shall include a backlit 640-character liquid crystal display, individual, color coded system status LEDs, and a QWERTY style alphanumeric keypad for the field programming and control of the fire alarm system. Said LCD shall also support graphic bit maps capable of displaying the company name and logo of either come owner or installing company.
  - 4. All programming or editing of the existing program in the system shall be achieved without special equipment and without interrupting the alarm monitoring functions of the fire alarm control panel.
  - 5. The FACP shall be able to provide the following software and hardware features:
    - a. Pre-signal and Positive Alarm Sequence: The system shall provide means to cause alarm signals to only sound in specific areas with a delay of the alarm from 60 to up to 180 seconds after start of alarm processing. In addition, a Positive Alarm Sequence selection shall be available that allows a 15-second time period for acknowledging an alarm signal from a fire detection/initiating device. If the alarm is not acknowledged within 15 seconds, all local and remote outputs shall automatically activate immediately.
    - b. Smoke Detector Pre-alarm Indication at Control Panel: To obtain early warning of incipient or potential fire conditions, the system shall support a programmable option to determine system response to real-time detector sensing values above the programmed setting. Two levels of Pre-alarm indication shall be available at the control panel: alert and action.
    - c. Alert: It shall be possible to set individual smoke detectors for pre-programmed pre-alarm thresholds. If the individual threshold is reached, the pre-alarm condition shall be activated.
    - d. Action: If programmed for Action and the detector reaches a level exceeding the pre-programmed level, the control panel shall indicate an action condition. Sounder bases installed with either heat or smoke detectors shall automatically activate on action Pre-Alarm level, with general evacuation on Alarm level.
    - e. The system shall support a detector response time to meet world annunciation requirements of less than 3 seconds.

- f. Device Blink Control: Means shall be provided to turn off detector/module LED strobes for special areas.
- g. NFPA 72 Smoke Detector Sensitivity Test: The system shall provide an automatic smoke detector test function that meets the sensitivity testing requirements of NFPA 72.
- h. Programmable Trouble Reminder: The system shall provide means to automatically initiate a reminder that troubles exist in the system. The reminder will appear on the system display and (if enabled) will sound a piezo alarm.
- i. On-line or Off-line programming: The system shall provide means to allow panel programming either through an off-line software utility program away from the panel or while connected and on-line. The system shall also support upload and download of programmed database and panel executive system program to a Personal Computer/laptop. A single change to one CPU database shall not require a database download to other CPUs.
- j. History Events: The panel shall maintain a history file of the last 4000 events, each with a time and date stamp. History events shall include all alarms, troubles, operator actions, and programming entries. The control panels shall also maintain a 1000 event Alarm History buffer, which consists of the 1000 most recent alarm events from the 4000 event history file.
- k. Smoke Control Modes: The system shall provide means to perform FSCS mode Smoke Control to meet NFPA-92A and 90B and HVAC mode to meet NFPA 90A.
- l. The system shall provide means for all SLC devices on any SLC loop to be auto programmed into the system by specific address. The system shall recognize specific device type ID's and associate that ID with the corresponding address of the device.
- m. Passwords and Users: The system shall support two password levels, master and user. Up to 9 user passwords shall be available, each of which may be assigned access to the programming change menus, the alter status menus, or both. Only the master password shall allow access to password change screens.
- n. Block Acknowledge: The system shall support a block Acknowledge for Trouble Conditions
- o. Sensitivity Adjust: The system shall provide Automatic Detector Sensitivity Adjust based on Occupancy schedules including a Holiday list of up to 15 days.
- p. Environmental Drift Control: The system shall provide means for setting Environmental Drift Compensation by device. When a detector accumulates dust in the chamber and reaches an unacceptable level but yet still below the allowed limit, the control panel shall indicate a maintenance alert warning. When the detector accumulates dust in the chamber above the allowed limit, the control panel shall indicate a maintenance urgent warning.
- q. Custom Action Messages: The system shall provide means to enter up to 100 custom action messages of up to 160 characters each. It shall be possible to assign any of the 100 messages to any point.
- r. Local Mode: If communication is lost to the central processor the system shall provide added survivability through the intelligent loop control modules. Inputs from devices connected to the SLC and loop control modules shall activate outputs on the same loop when the inputs and outputs have been set with point programming to participate in local mode or when the type codes are of the same type: that is, an input with a fire alarm type code shall activate an output with a fire alarm type code.
- s. Read status preview - enabled and disabled points: Prior to re-enabling points, the system shall inform the user that a disabled device is in the alarm state. This shall provide notice that the device must be reset before the device is enabled thereby avoiding activation of the notification circuits.
- t. Custom Graphics: When fitted with an LCD display, the panel shall permit uploading of a custom bit-mapped graphic to the display screen.

- u. Multi-Detector and Cooperating Detectors: The system shall provide means to link one detector with up to two detectors at other addresses on the same loop in cooperative multi-detector sensing. There shall be no requirement for sequential addresses on the detectors and the alarm event shall be a result of all cooperating detectors chamber readings.
- v. ACTIVE EVENT: The system shall provide a Type ID called FIRE CONTROL for purposes of air-handling shutdown, which shall be intended to override normal operating automatic functions. Activation of a FIRE CONTROL point shall cause the control panel to (1) initiate the monitor module Control-by-Event, (2) send a message to the panel display, history buffer, installed printer and annunciators, (3) shall not light an indicator at the control panel, (4) Shall display ACTIVE on the LCD as well as display a FIRE CONTROL Type Code and other information specific to the device.
- w. NON-FIRE Alarm Module Reporting: A point with a type ID of NON-FIRE shall be available for use for energy management or other non-fire situations. NON-FIRE point operation shall not affect control panel operation nor shall it display a message at the panel LDC. Activation of a NON-FIRE point shall activate control by event logic but shall not cause any indication on the control panel.
- x. Mass Notification Override: The system shall be UL 2572 listed for Mass Notification and shall be capable, based on the Risk Analysis, of being programmed so that Mass Notification/Emergency Communications events take precedence over fire alarm events.
- y. Security Monitor Points: The system shall provide means to monitor any point as a type security.
- z. One-Man Walk Test: The system shall provide both a basic and advanced walk test for testing the entire fire alarm system. The basic walk test shall allow a single operator to run audible tests on the panel. All logic equation automation shall be suspended during the test and while annunciators can be enabled for the test, all shall default to the disabled state. During an advanced walk test, field-supplied output point programming will react to input stimuli such as CBE and logic equations. When points are activated in advanced test mode, each initiating event shall latch the input. The advanced test shall be audible and shall be used for pull station verification, magnet activated tests on input devices, input and output device and wiring operation/verification.
- aa. Control By Event Functions: CBE software functions shall provide means to program a variety of output responses based on various initiating events. The control panel shall operate CBE through lists of zones. A zone shall become listed when it is added to a point's zone map through point programming. Each input point such as detector, monitor module or panel circuit module shall support listing of up to 10 zones into its programmed zone map.
- ab. Permitted zone types shall be general zone, releasing zone and special zone. Each output point (control module, panel circuit module) can support a list of up to 10 zones including general zone, logic zone, releasing zone and trouble zone. It shall be possible for output points to be assigned to list general alarm. Non-Alarm or Supervisory points shall not activate the general alarm zone.
- ac. 1000 General Zones: The system shall support up to 1000 general purpose software zones for linking inputs to outputs. When an input device activates, any general zone programmed into that device's zone map will be active and any output device that has an active general zone in its map will be active. It shall also be possible to use general zone as arguments in logic equations.
- ad. 1000 Logic Equations: The system shall support up to 1000 logic equations for AND, OR, NOT, ONLY1, ANYX, XZONE or RANGE operators that allow conditional I/O

- linking. When any logic equation becomes true, all output points mapped to the logic zone shall activate.
- ae. 100 trouble equations per device: The system shall provide support for up to 100 trouble equations for each device, which shall permit programming parameters to be altered, based on specific fault conditions. If the trouble equation becomes true, all output points mapped to the trouble zone shall activate.
  - af. Control-By-Time: A time based logic function shall be available to delay an action for a specific period of time based upon a logic input with tracking feature. A latched version shall also be available. Another version of this shall permit activation on specific days of the week or year with ability to set and restore based on a 24 hour time schedule on any day of the week or year.
  - ag. Multiple agent releasing zones: The system shall support up to 10 releasing zones to protect against 10 independent hazards. Releasing zones shall provide up to three cross-zone and four abort options to satisfy any local jurisdiction requirements.
  - ah. Alarm Verification, by device, with timer and tally: The system shall provide a user-defined global software timer function that can be set for a specific detector. The timer function shall delay an alarm signal for a user-specified time period and the control panel shall ignore the alarm verification timer if another alarm is detected during the verification period. It shall also be possible to set a maximum verification count between 0 and 20 with the "0" setting producing no alarm verification. When the counter exceeds the threshold value entered, a trouble shall be generated to the panel.
6. Secure/Access Operation: The system shall have the capability of configuring input modules to monitor status of door contact or other security type sensors. These input modules shall be able to be commanded from the normally 'Secure' state to an 'Access' state. While in the secure state, the module will transmit alarm conditions to the controller, which shall be annunciated on the LCD and LED displays. The modules shall be placed into the Access state either through the LCD display or through predefined operator keys. While in the Access state, all alarms from the module will be shunted. Placing the module into the access state shall cause a discrete LED associated with input point to flash, but no other trouble or disable condition will be annunciated. Change from Secure to Access and reverse shall be transmitted to the central monitoring station on a per zone basis. Systems that cause or indicate a trouble or disable condition are unacceptable.
7. Network Communication
- a. The FACP shall be capable of communicating on Noti-Fire-Net over a Local Area Network (LAN) or Wide Area Network (WAN) utilizing a peer-to-peer, inherently regenerative communication format and protocol. The network shall support communication speed up to 100 Mb and support up to 200 panels/nodes per network.
8. The FACP shall be capable of communicating with a Distributed Control System
9. Central Processing Unit
- a. The Central Processing Unit shall contain and execute all control-by-event (including Boolean functions including but not limited to AND, OR, NOT, ANYx, and CROSSZONE) programs for specific action to be taken if an alarm condition is detected by the system. Such control-by-event programs shall be held in non-volatile programmable memory, and shall not be lost with system primary and secondary power failure.
  - b. The Central Processing Unit shall also provide a real-time clock for time annotation, to the second, of all system events. The time-of-day and date shall not be lost if system primary and secondary power supplies fail.
  - c. The CPU shall be capable of being programmed on site without requiring the use of any external programming equipment. Systems that require the use of external programmers or change of EPROMs are not acceptable.

- d. The CPU shall provide an EIA-232 interface between the fire alarm control panel and the UL Listed Electronic Data Processing (EDP) peripherals.
  - e. The CPU shall provide two EIA-485 ports for the serial connection to annunciation and control subsystem components.
  - f. The EIA-232 serial output circuit shall be optically isolated to assure protection from earth ground.
10. Display
- a. The system display shall provide a 640-character backlit alphanumeric Liquid Crystal Display (LCD). It shall also provide eleven Light-Emitting-Diodes (LEDs) that indicate the status of the following system parameters: AC POWER, FIRE ALARM, PREALARM, SECURITY, SUPERVISORY, SYSTEM TROUBLE, OTHER EVENT, SIGNALS SILENCED, POINT DISABLED, CONTROLS ACTIVE, and CPU FAILURE.
  - b. The system display shall provide a QWERTY style keypad with control capability to command all system functions, entry of any alphabetic or numeric information, and field programming. Two different password levels with up to ten (one Master and nine User) passwords shall be accessible through the display interface assembly to prevent unauthorized system control or programming.
11. Loop (Signaling Line Circuit) Control Module:
- a. The Loop Control Module shall monitor and control a minimum of 318254318 intelligent addressable devices. This includes 159 159127 intelligent detectors (Ionization, Photoelectric, or Thermal) and 159127159monitor or control modules.
  - b. The Loop Control Module shall contain its own microprocessor and shall be capable of operating in a local/degrade mode (any addressable device input shall be capable of activating any or all addressable device outputs) in the unlikely event of a failure in the main CPU.
  - c. Each Loop shall be capable of operating as a NFPA Style 4 (Class B) circuit. Fault isolation modules shall be installed between each addressable SLC device per the manufacturers installation instructions. Systems which cannot provide full loop loading in Style 7 configurations are not acceptable.
  - d. The SLC interface board shall receive analog or digital information from all intelligent detectors and shall process this information to determine whether normal, alarm, or trouble conditions exist for that particular device. Each SLC Loop shall be isolated and equipped to annunciate an Earth Fault condition. The SLC interface board software shall include software to automatically maintain the detector's desired sensitivity level by adjusting for the effects of environmental factors, including the accumulation of dust in each detector. The analog information may also be used for automatic detector testing and the automatic determination of detector maintenance requirements.
12. Digital Voice Command Center
- a. The Digital Voice Command Center located with the FACP shall contain all equipment required for all audio control, emergency telephone system control, signaling and supervisory functions. This shall include speaker zone indication and control, telephone circuit indication and control, digital voice units, microphone and main telephone handset.
  - b. Function: The Voice Command Center equipment shall perform the following functions:
    - 1) Operate as a supervised multi-channel emergency voice communication system.
    - 2) Operate as a two-way emergency telephone system control center.
    - 3) Audibly and visually annunciate the active or trouble condition of every speaker circuit and emergency telephone circuit.
    - 4) Audibly and visually annunciate any trouble condition for digital tone and voice units required for normal operation of the system.

- 5) Provide all-call Emergency Paging activities through activation of a single control switch.
  - 6) As required, provide vectored paging control to specific audio zones via dedicated control switches.
  - 7) Provide a factory recorded "library" of voice messages and tones in standard WAV. File format, which may be edited and saved on a PC running a current Windows® operating system.
  - 8) Provide a software utility capable of off-line programming for the DVC operation and the audio message files. This utility shall support the creation of new programs as well as editing and saving existing program files. Uploading or downloading the DVC shall not inhibit the emergency operation of other nodes on the fire alarm network.
  - 9) Support an optional mode of operation with four analog audio outputs capable of being used with UL 864 fire-listed analog audio amplifiers and SLC controlled switching.
  - 10) The Digital Voice Command shall be modular in construction, and shall be capable of being field programmable without requiring the return of any components to the manufacturer and without requiring use of any external computers or other programming equipment.
  - 11) The Digital Voice Command and associated equipment shall be protected against unusually high voltage surges or line transients.
13. Power Supply:
- a. The Main Power Supply shall operate on 120/240 VAC, 50/60 Hz, and shall provide all necessary power for the FACP.
  - b. The Main Power Supply shall provide the required power to the CPU using a switching 24 VDC regulator and shall incorporate a battery charger for 24 hours of standby power using dual-rate charging techniques for fast battery recharge.
  - c. The Main Power Supply shall provide a battery charger for 24 hours of standby using dual-rate charging techniques for fast battery recharge. The supply shall be capable of charging batteries ranging in capacity from 7-200 amp-hours within a 48-hour period.
  - d. The Main Power Supply shall provide a very low frequency sweep earth detect circuit, capable of detecting earth faults.
  - e. The Main Power Supply shall be power-limited per UL864 requirements.
  - f. The Main Power Supply shall communicate power supply, line voltage, battery status and charger status to the local LCD display. Any abnormal condition shall be annunciated and logged to the system alarm history log.
  - g. Addressable Charger Power Supply: The auxiliary addressable power supply is a remote 24 VDC power supply used to power Notification Devices and field devices that require regulated 24 VDC power. NOTIFIER model # ACPS-610 or approved equal.
  - h. The addressable power supply for the fire and gas detection system shall provide up to a minimum of 6.0 amps of 24 volt DC regulated power for Notification Appliance Circuit (NAC) power or 10.0 amps of 24 volt DC general power. The power supply shall have an additional 0.5 amp of 24 VDC auxiliary power for use within the same cabinet as the power supply. It shall include an integral charger designed to charge 12 - 200 amp hour batteries.
  - i. The addressable power supply shall provide four individually addressable Notification Appliance Circuits that may be configured as Class "A" or Class "B" circuits. All circuits shall be power-limited per UL 864 requirements.
  - j. The addressable power supply shall provide built-in synchronization for certain Notification Appliances on each circuit without the need for additional synchronization

modules. The power supply's output circuits shall be individually selected for synchronization. A single addressable power supply shall be capable of supporting both synchronized and non-synchronized Notification Devices at the same time.

- k. The addressable power supply shall operate on 120 or 240 VAC, 50/60 Hz.
  - l. The interface to the power supply from the Fire Alarm Control Panel (FACP) shall be via the Signaling Line Circuit (SLC) or other multiplexed means. Power supplies that do not use an intelligent interface are not suitable substitutes. The required wiring from the FACP to the addressable power supply shall be a single unshielded twisted pair wire.
  - m. The addressable power supply shall supervise for battery charging failure, AC power loss, power brownout, battery failure, NAC loss, and optional ground fault detection. In the event of a trouble condition, the addressable power supply shall report the incident and the applicable address to the FACP via the SLC.
  - n. The addressable power supply shall have an AC Power Loss Delay option. If this option is utilized and the addressable power supply experiences an AC power loss, reporting of the incident to the FACP will be delayed. A delay time of zero, two, eight or sixteen hours shall be programmable.
  - o. The addressable power supply shall have an option for Canadian Trouble Reporting and this option shall be programmable.
  - p. The addressable power supply mounts in either the FACP back box or its own dedicated surface mounted back box with cover.
  - q. Each of the power supply's four output circuits shall be programmed- for Notification Appliance Circuit or General Purpose 24 VDC power. Any output circuit shall be able to provide up to 2.5 amps of 24 VDC power.
  - r. The addressable power supply's output circuits shall be individually supervised when they are selected to be either a Notification Appliance Circuit when wired Class "A" or by the use of an end-of-line resistor. When the power supply's output circuit is selected as General 24 VDC power, the circuit shall be individually supervised when an end-of-line relay is used.
  - s. When selected for Notification Appliance Circuits, the output circuits shall be individually programmable for Steady, March Time, Dual Stage or Temporal.
  - t. When selected as a Notification Appliance Circuit, the output circuits of the addressable power supply shall have the option to be coded by the use of a universal zone coder.
  - u. The addressable power supply shall interface and synchronize with other power supplies of the same type. The required wiring to interface multiple addressable power supplies shall be a single unshielded, twisted pair wire.
  - v. An individual or multiple interfaced addressable power supplies shall have the option to use an external charger for battery charging. Interfaced power supplies shall have the option to share backup battery power.
14. Audio Amplifiers
- a. The Audio Amplifiers will provide Audio Power (@25 Volts RMS@70 Volts RMS) for distribution to speaker circuits.
  - b. Multiple audio amplifiers may be mounted in a single enclosure, either to supply incremental audio power, or to function as an automatically switched backup amplifier(s).
  - c. The audio amplifier shall include an integral power supply, and shall provide built-in LED indicators for the following conditions:
    - 1) Earth Fault on DAP A (Digital Audio Port A)
    - 2) Earth Fault on DAP B (Digital Audio Port B)
    - 3) Audio Amplifier Failure Detected Trouble
    - 4) Active Alarm Bus input

- 5) Audio Detected on Aux Input A
- 6) Audio Detected on Aux Input B
- 7) Audio Detected on Firefighter's Telephone Riser
- 8) Receiving Audio from digital audio riser
- 9) Short circuit on speaker circuit 1
- 10) Short circuit on speaker circuit 2
- 11) Short circuit on speaker circuit 3
- 12) Short circuit on speaker circuit 4
- 13) Data Transmitted on DAP A
- 14) Data Received on DAP A
- 15) Data Transmitted on DAP B
- 16) Data Received on DAP B
- 17) Board failure
- 18) Active fiber optic media connection on port A (fiber optic media applications)
- 19) Active fiber optic media connection on port B (fiber optic media applications)
- 20) Power supply Earth Fault
- 21) Power supply 5V present
- 22) Power supply conditions - Brownout, High Battery, Low Battery, Charger Trouble
- d. The audio amplifier shall provide the following built-in controls:
  - 1) Amplifier Address Selection Switches
  - 2) Signal Silence of communication loss annunciation Reset
  - 3) Level adjustment for background music
  - 4) Enable/Disable for Earth Fault detection on DAP A
  - 5) Enable/Disable for Earth Fault detection on DAP B
  - 6) Switch for 2-wire/4-wire FFT riser
- e. Adjustment of the correct audio level for the amplifier shall not require any special tools or test equipment.
- f. Includes audio input and amplified output supervision, back up input, and automatic switch over function, (if primary amplifier should fail).
- g. System shall be capable of backing up digital amplifiers.
- h. One-to-one backup shall be provided by either a plug-in amplifier card or a designated backup amplifier of identical model as the primary amplifier.
- i. One designated backup amplifier shall be capable of backing up multiple primary amplifiers mounted in the same or adjacent cabinets.
- j. Multi-channel operation from a single amplifier shall be supported by the addition of an optional plug-in amplifier card.
15. Audio Message Generator (Prerecorded Voice)/Speaker Control:
  - a. Each initiating zone or intelligent device shall interface with an emergency voice communication system capable of transmitting a minimum of (8) prerecorded voice messages to all speakers in the building.
  - b. Actuation of any alarm initiating device shall cause a prerecorded message to sound over the speakers. The message shall be repeated four (4) times. Pre- and post-message tones shall be supported.
  - c. A built-in microphone shall be provided to allow paging through speaker circuits.
  - d. System paging from emergency telephone circuits shall be supported.
  - e. The audio message generator shall have the following indicators and controls to allow for proper operator understanding and control:
    - 1) Lamp Test
    - 2) Trouble
    - 3) Off-Line Trouble
    - 4) Microphone Trouble

- 5) Phone Trouble
- 6) Busy/Wait
- 7) Page Inhibited
- 8) Pre/Post Announcement Tone
16. Controls with associated LED Indicators:
  - a. Speaker Switches/Indicators
    - 1) The speaker circuit control switches/indicators shall include visual indication of active and trouble status for each speaker circuit in the system.
    - 2) The speaker circuit control panel shall include switches to manually activate or deactivate each speaker circuit in the system.
  - b. Emergency Two-Way Telephone Control Switches/Indicators
    - 1) The emergency telephone circuit control panel shall include visual indication of active and trouble status for each telephone circuit in the system.
    - 2) The telephone circuit control panel shall include switches to manually activate or deactivate each telephone circuit in the system.
17. Remote Transmissions:
  - a. Provide local energy or polarity reversal or trip circuits as required.
  - b. The system shall be capable of operating a polarity reversal or local energy or fire alarm transmitter for automatically transmitting fire information to the fire department.
  - c. Provide capability and equipment for transmission of zone alarm and trouble signals to remote operator's terminals, system printers and annunciators.
  - d. Transmitters shall be compatible with the systems and equipment they are connected to such as timing, operation and other required features.
18. Field Programming
  - a. The system shall be programmable, configurable and expandable in the field without the need for special tools, laptop computers, or other electronic interface equipment. There shall be no firmware changes required to field modify the system time, point information, equations, or annunciator programming/information.
  - b. It shall be possible to program through the standard FACP keyboard all system functions.
  - c. All field defined programs shall be stored in non-volatile memory. Two levels of password protection shall be provided in addition to a key-lock cabinet. One level shall be used for status level changes such as point/zone disable or manual on/off commands (Building Manager). A second (higher-level) shall be used for actual change of the life safety program (installer). These passwords shall be five (5) digits at a minimum. Upon entry of an invalid password for the third time within a one minute time period an encrypted number shall be displayed. This number can be used as a reference for determining a forgotten password.
  - d. The system programming shall be "backed" up via an upload/download program, and stored on compatible removable media. A system back-up disk shall be completed and given in duplicate to the building owner and/or operator upon completion of the final inspection. The program that performs this function shall be "non-proprietary", in that, it shall be possible to forward it to the building owner/operator upon his or her request.
  - e. The installer's field programming and hardware shall be functionally tested on a computer against known parameters/norms which are established by the FACP manufacturer. A software program shall test Input-to-Output correlations, device Type ID associations, point associations, time equations, etc. This test shall be performed on an IBM-compatible PC with a verification software package. A report shall be generated of the test results and two copies turned in to the engineer(s) on record.
19. Specific System Operations

- a. Smoke Detector Sensitivity Adjust: A means shall be provided for adjusting the sensitivity of any or all addressable intelligent detectors in the system from the system keypad. Sensitivity range shall be within the allowed UL window and have a minimum of 9 levels.
  - b. Alarm Verification: Each of the intelligent addressable smoke detectors in the system may be independently selected and enabled to be an alarm verified detector. The alarm verification delay shall be programmable from 0 to 60 seconds and each detector shall be able to be selected for verification. The FACP shall keep a count of the number of times that each detector has entered the verification cycle. These counters may be displayed and reset by the proper operator commands.
20. System Point Operations:
- a. Any addressable device in the system shall have the capability to be enabled or disabled through the system keypad or video terminal.
  - b. System output points shall be capable of being turned on or off from the system keypad or the video terminal.
  - c. Point Read: The system shall be able to display the following point status diagnostic functions without the need for peripheral equipment. Each point shall be annunciated for the parameters listed:
    - 1) Device Status.
    - 2) Device Type.
    - 3) Custom Device Label.
    - 4) Software Zone Label.
    - 5) Device Zone Assignments.
    - 6) Analog Detector Sensitivity.
    - 7) All Program Parameters.
  - d. System History Recording and Reporting: The fire alarm control panel shall contain a history buffer that will be capable of storing up to 4000 system events. Each of these events will be stored, with time and date stamp, until an operator requests that the contents be either displayed or printed. The contents of the history buffer may be manually reviewed; one event at a time, and the actual number of activations may also be displayed and or printed. History events shall include all alarms, troubles, operator actions, and programming entries.
  - e. The history buffer shall use non-volatile memory. Systems which use volatile memory for history storage are not acceptable.
  - f. Automatic Detector Maintenance Alert: The fire alarm control panel shall automatically interrogate each intelligent system detector and shall analyze the detector responses over a period of time.
  - g. If any intelligent detector in the system responds with a reading that is below or above normal limits, then the system will enter the trouble mode, and the particular Intelligent Detector will be annunciated on the system display, and printed on the optional system printer. This feature shall in no way inhibit the receipt of alarm conditions in the system, nor shall it require any special hardware, special tools or computer expertise to perform.
  - h. The system shall include the ability (programmable) to indicate a "pre-alarm" condition. This will be used to alert maintenance personnel when a detector is at 80% of its alarm threshold in a 60 second period.
- E. System Components:
- 1. Conventional Aspirating Detection
    - a. An optional air aspiration detection system shall be available.
    - b. The aspirating system shall support multiple sensitivity settings.
    - c. The aspirating system shall operate from 24 VDC.

- d. The aspirating system shall provide alarm and trouble relays used to activate a fire alarm control panel.
2. Aspiration System Interface:
  - a. The system shall be capable of supporting Interface Modules for integrating Vesda Aspiration detectors into SLC loop of the fire alarm control panel. The Interface Module shall support up to 19 detectors, each SLC loop shall support one interface module.
3. High Level Aspiration System Interface:
  - a. The system shall be capable of supporting a High Level Interface for Vesda Aspirating Detection Systems. The interface shall support up to 100 detectors and allow the fire alarm network to monitor and control events on the aspiration system.
4. Portable Emergency Telephone Handset Jack
  - a. Portable emergency telephone handset jacks shall be flush mounted on stainless steel plates as indicated on plans. Handset jacks shall be approved for emergency telephone system application.
  - b. Insertion of a remote handset plug into a jack shall send a signal to the fire command center which shall audibly and visually indicate the on-line condition, and shall sound a ring indication in the handset.
  - c. The two-way emergency telephone system shall support a minimum of seven (7) handsets on line without degradation of the signal.
5. Fixed Emergency Telephone Handset
  - a. The telephone cabinet shall be painted red and clearly labeled emergency telephone. The cabinets shall be located where shown on drawings.
  - b. The handset cradle shall have a switch connection such that lifting the handset off of the cradle shall send a signal to the fire command center which shall audibly and visually indicate its on-line (off-hook) condition.
  - c. The two-way emergency telephone system shall support a maximum of seven (7) handsets on line (off hook) without degradation of the signal.
6. Universal Digital Alarm Communicator Transmitter (UDACT). The UDACT is an interface for communicating digital information between a fire alarm control panel and an UL-Listed central station.
  - a. The UDACT shall be compact in size, mounting in a standard module position of the fire alarm control cabinet. Optionally, the UDACT shall have the ability for remote mounting, up to 6,000 feet from the fire alarm control panel. The wire connections between the UDACT and the control panel shall be supervised with one pair for power and one pair for multiplexed communication of overall system status. Systems that utilize relay contact closures are not acceptable.
  - b. The UDACT shall include connections for dual telephone lines (with voltage detect), per UL/NFPA/FCC requirements. It shall include the ability for split reporting of panel events up to two different telephone numbers.
  - c. The UDACT shall be capable of transmitting events in 4+2, SIA, and Contact ID.
  - d. Communication shall include vital system status such as:
    - 1) Independent Zone (Alarm, trouble, non-alarm, supervisory)
    - 2) Independent Addressable Device Status
    - 3) AC (Mains) Power Loss
    - 4) Low Battery and Earth Fault
    - 5) System Off Normal
    - 6) 12 and 24 Hour Test Signal
    - 7) Abnormal Test Signal (per UL requirements)
    - 8) EIA-485 Communications Failure
    - 9) Phone Line Failure

- e. The UDACT shall support independent zone/point reporting when used in the Contact ID format. In this format the UDACT shall support transmission of up to 3,064 points. This enables the central station to have exact details concerning the origin of the fire or response emergency.
  - f. The UDACT shall be capable of being programmed with the same programming utility as the host FACP, and saved, edited and uploaded and downloaded using the utility. UDACT shall be capable of being programmed online or offline. The programming utility shall also support upgrading UDACT operating firmware.
  - g. The UDACT shall be capable of generating Central Station reports providing detailed programming information for each point along with the central station point address.
  - h. Provide Honeywell IPGSM-4G IP / Cellular Communicator that will interface to the UDACT and be capable of transmitting signals over cellular (GSM) network to a compatible receiver with IP backup. Provide remote cellular antenna located at building exterior as required for adequate cellular signal.
7. Field Wiring Terminal Blocks
- a. For ease of service all panel I/O wiring terminal blocks shall be removable, plug-in types and have sufficient capacity for #18 to #12 AWG wire. Terminal blocks that are permanently fixed are not acceptable.
8. Printer
- a. The printer shall provide hard-copy printout of all changes in status of the system and shall time-stamp such printouts with the current time-of-day and date. The printer shall be standard carriage with 80-characters per line and shall use standard pin-feed paper. The printer shall be enclosed in a separate cabinet suitable for placement on a desktop or table. The printer shall communicate with the control panel using an interface complying with Electrical Industries Association standard EIA-232D. Power to the printer shall be 120 VAC @ 60 Hz.
  - b. The system shall have a strip printer capable of being mounted directly in the main FACP enclosure. Alarms shall be printed in easy-to-read RED, other messages, such as a trouble, shall be printed in BLACK. This printer shall receive power from the system power supply and shall operate via battery back-up if AC mains are lost. The strip printer shall be UL 864 listed.
  - c. The system shall have a strip printer capable of being mounted directly in the main FACP enclosure. Alarms shall be printed in easy-to-read RED, other messages, such as a trouble, shall be printed in BLACK. This printer shall receive power from the system power supply and shall operate via battery back-up if AC mains are lost. The strip printer shall be UL 864 listed.
9. Smoke Control Annunciator
- a. On/Auto/Off switches and status indicators (LEDS) shall be provided for monitoring and manual control of each fan, damper, HVAC control unit, stairwell pressurization fan, and smoke exhaust fan. To ensure compliance the units supplied shall meet the following UL categories: UUKL, PAZX, UDTZ, QVAX as well as the requirements of NFPA 90A, HVAC, and NFPA 92A & 92B, Smoke Control. The control System shall be field programmable for either 90A operation or 92A/B operation to allow for future use and system expansion.
  - b. The OFF LED shall be Yellow, the ON LED shall be green, the Trouble/Fault LED shall be Amber/Orange for each switch. The Trouble/Fault indicator shall indicate a trouble in the control and/or monitor points associated with that switch. In addition, each group of eight switches shall have two LEDS and one momentary switch which allow the following functions: An Amber LED to indicate an OFF-NORMAL switch position, in the ON or OFF position; A Green LED to indicate ALL AUTO switch position; A Local Acknowledge/Lamp Test momentary switch.
  - c. Each switch shall have the capability to monitor and control two addressable inputs and two addressable outputs. In all modes, the ON and OFF indicators shall

continuously follow the device status not the switch position. Positive feedback shall be employed to verify correct operation of the device being controlled. Systems that indicate on/off/auto by physical switch position only are not acceptable.

- d. All HVAC switches (i.e., limit switches, vane switches, etc.) shall be provided and installed by the HVAC contractor.
- e. It shall be possible to meet the requirements mentioned above utilizing wall mounted custom graphic.

F. Gateway and Webserver Options:

- 1. Common Alerting Protocol (CAP) Gateway: The system shall support an optional CAP Gateway (Common Alerting Protocol). The CAP Gateway translates fire system messages to industry standard CAP messages for integration with CAP-compliant clients. A CAP gateway shall be available from the fire alarm control panel manufacturer.
- 2. LEDSIGN Gateway: The system shall support an optional and proprietary LEDSIGN Gateway to interface to LED signs that will automatically display emergency messages. The signs shall be capable of storing up to 100 messages that can be activated via system programming with the ability to be manually overridden. The Sign Gateway shall support up to 10 independent signs, each sign capable of playing an independent message. Multiple LEDSIGN Gateways can be used in network applications. An LEDSIGN gateway shall be available from the fire alarm control panel manufacturer.
- 3. BACnet Interface Gateway: As part of this project include the BACnet device installed in the FACP. A BACnet interface supports BACnet / IP communication from the fire alarm control panel to supported devices recognized by the manufacturer.
- 4. MODbus Interface Gateway: The system shall be capable of being interfaced with MODbus compliant clients. A MODbus interface supporting MODbus/TCP communication shall be available from the fire alarm control panel manufacturer.
- 5. Noti-Fire-Net Gateway: The system shall support an IP based gateway to enable the panel or local Noti-Fire-Net to be connected to an ONYXWorks workstation via the Internet or Intranet. This gateway shall also support the ability to integrate the system to an interactive firefighter's display. The Noti-Fire-Net Gateway shall be available from the fire alarm control panel manufacturer.
- 6. Webserver: The system shall support a webserver allowing remote connection via the Internet or Intranet. Authorized users will have the ability to view panel/network history, event status and device properties. The webserver shall also support sending event information via email or text to up to 50 registered users, the webserver shall be available from the fire alarm control panel manufacturer.
- 7. Web Portal Interface: The system shall be capable of being interfaced with a web portal to integrate with Inspection and Service Manager utilities. The web portal and inspection and service manager utilities shall be available from the fire alarm control panel manufacturer.

G. System Components - Addressable Devices:

- 1. Addressable devices shall provide an address-setting means using rotary decimal switches. Addressable devices that require the address be programmed using a programming utility are not an allowable substitute.
- 2. Addressable devices shall use simple to install and maintain decade, decimal address switches. Devices shall be capable of being set to an address in a range of 001 to 159.
- 3. Addressable devices, which use a binary-coded address setting method, such as a DIP-switch, are not an allowable substitute. Addressable devices that require the address be programmed using a special tool or programming utility are not an allowable substitute.
- 4. Addressable devices, which use a binary-coded address setting method, such as a DIP-switch, are not an allowable substitute. Addressable devices that require the address be programmed using a special tool or programming utility are not an allowable substitute.

5. Detectors shall be intelligent (analog) and addressable, and shall connect with two wires to the fire alarm control panel Signaling Line Circuits.
6. Addressable smoke and thermal detectors shall provide dual alarm and power/polling LEDs. Both LEDs shall flash green under normal conditions, indicating that the detector is operational and in regular communication with the control panel, and both LEDs shall be placed into steady red illumination by the control panel, indicating that an alarm condition has been detected. If required, the LED flash shall have the ability to be removed from the system program. An output connection shall also be provided in the base to connect an external remote alarm LED.
7. The fire alarm control panel shall permit detector sensitivity adjustment through field programming of the system. The panel on a time-of-day basis shall automatically adjust sensitivity.
8. Using software in the FACP, detectors shall automatically compensate for dust accumulation and other slow environmental changes that may affect their performance. The detectors shall be listed by UL as meeting the calibrated sensitivity test requirements of NFPA Standard 72.
9. The detectors shall be ceiling-mount and shall include a separate twist-lock base with tamper proof feature. Base options shall include a sounder base with a built-in (local) sounder rated at 85 DBA minimum, a relay base and an isolator base designed for Style 7 applications. The system shall also support an intelligent programmable sounder base, the programmable sounder base shall be capable of providing multiple tones based on programming and at a minimum be capable of providing a Temp-4 tone for CO (Carbon Monoxide) activation and a Temp-3 tone for fire activations and be capable of being synchronized with other programmable sounder bases and common area notification appliances; 85 DBA minimum.
10. Detectors shall also store an internal identifying type code that the control panel shall use to identify the type of device (ION, PHOTO, THERMAL).
11. Detectors will operate in an analog fashion, where the detector simply measures its designed environment variable and transmits an analog value to the FACP based on real-time measured values. The FACP software, not the detector, shall make the alarm/normal decision, thereby allowing the sensitivity of each detector to be set in the FACP program and allowing the system operator to view the current analog value of each detector.
12. Addressable devices shall store an internal identifying code that the control panel shall use to identify the type of device.
13. A magnetic test switch shall be provided to test detectors and modules. Detectors shall report an indication of an analog value reaching 100% of the alarm threshold.
14. Addressable modules shall mount in a 4-inch square (101.6 mm square), 2-1/8 inch (54 mm) deep electrical box. An optional surface mount Lexan enclosure shall be available.
15. Addressable Manual Fire Alarm Box (manual station)
  - a. Addressable manual fire alarm boxes shall, on command from the control panel, send data to the panel representing the state of the manual switch and the addressable communication module status; NOTIFIER model # NBG-12LX or approved equal. They shall use a key operated test-reset lock, and shall be designed so that after actual emergency operation, they cannot be restored to normal use except by the use of a key.
  - b. All operated stations shall have a positive, visual indication of operation and utilize a key type reset.
  - c. Manual fire alarm boxes shall be constructed of Lexan with clearly visible operating instructions provided on the cover. The word FIRE shall appear on the front of the stations in raised letters, 1.75 inches (44 mm) or larger.
16. Intelligent Photoelectric Smoke Detector: The intelligent photoelectric smoke detector shall be NOTIFIER model # FSP-851 or approved equal and shall use the photoelectric

- (light-scattering) principal to measure smoke density and shall, on command from the control panel, send data to the panel representing the analog level of smoke density.
17. Intelligent VIEW® Laser Photo Smoke Detector: The intelligent laser photo smoke detector shall be a spot type detector, NOTIFIER model # FSL-751 or approved equal, that incorporates an extremely bright laser diode and an integral lens that focuses the light beam to a very small volume near a receiving photo sensor. The scattering of smoke particles shall activate the photo sensor.
    - a. The laser detector shall have conductive plastic so that dust accumulation is reduced significantly.
    - b. The intelligent laser photo detector shall have nine sensitivity levels and be sensitive to a minimum obscuration of 0.02 percent per foot.
    - c. The laser detector shall not require expensive conduit, special fittings or PVC pipe.
    - d. The intelligent laser photo detector shall support standard, relay, isolator and sounder detector bases.
    - e. The laser photo detector shall not require other cleaning requirements than those listed in NFPA 72. Replacement, refurbishment or specialized cleaning of the detector head shall not be required.
    - f. The laser photo detector shall include two bicolor LEDs that flash green in normal operation and turn on steady red in alarm.
  18. Intelligent Ionization Smoke Detector: The intelligent ionization smoke detector shall be NOTIFIER model # FSI-851 or approved equal and shall use the dual-chamber ionization principal to measure products of combustion and shall, on command from the control panel, send data to the panel representing the analog level of products of combustion.
  19. Intelligent Multi Criteria Acclimating Detector: The intelligent multi-criteria Acclimate® Plus™ detector shall be an addressable device, NOTIFIER model # FAPT-851 or approved equal, that is designed to monitor a minimum of photoelectric and thermal technologies in a single sensing device. The design shall include the ability to adapt to its environment by utilizing a built-in microprocessor to determine its environment and choose the appropriate sensing settings. The detector design shall allow a wide sensitivity window, no less than 1 to 4% per foot obscuration. This detector shall utilize advanced electronics that react to slow smoldering fires and thermal properties all within a single sensing device.
    - a. The microprocessor design shall be capable of selecting the appropriate sensitivity levels based on the environment type it is in (office, manufacturing, kitchen etc.) and then have the ability to automatically change the setting as the environment changes (as walls are moved or as the occupancy changes).
    - b. The intelligent multi criteria detection device shall include the ability to combine the signal of the thermal sensor with the signal of the photoelectric signal in an effort to react hastily in the event of a fire situation. It shall also include the inherent ability to distinguish between a fire condition and a false alarm condition by examining the characteristics of the thermal and smoke sensing chambers and comparing them to a database of actual fire and deceptive phenomena.
  20. Intelligent Thermal Detectors: The intelligent thermal detectors shall be NOTIFIER FST-series addressable devices or approved equal rated at 135 degrees Fahrenheit (58 degrees Celsius) and have a rate-of-rise element rated at 15 degrees F (9.4 degrees C) per minute. A high heat thermal detector rated at 190 degrees Fahrenheit shall also be available. The thermal detectors shall connect via two wires to the fire alarm control panel signaling line circuit.
  21. Intelligent Duct Smoke Detector: The smoke detector housing shall accommodate an intelligent photoelectric detector that provides continuous analog monitoring and alarm verification from the panel. When sufficient smoke is sensed, an alarm signal is initiated at the FACP, and appropriate action taken to change over air handling systems to help prevent the rapid distribution of toxic smoke and fire gases throughout the areas served by

the duct system. The Intelligent Duct Smoke Detector shall support the installation of addressable photoelectric detector capable or being tested remotely. The Intelligent Duct Detector housing shall be model # DNR(W) or approved equal and the remote test capable photoelectric smoke detector shall be NOTIFIER model # FSP-851R or approved equal.

22. IntelliQuad™ Advanced Multi-Criteria Intelligent Detector

- a. Intelligent multi-criteria fire detector shall be a NOTIFIER model number FSC-851 or approved equal. Smoke detector shall be an addressable intelligent multi-criteria smoke detector. The detector shall be comprised of four sensing elements, including a photoelectric (light-scattering) particulate sensor, an electrochemical carbon monoxide (CO) sensor, a daylight-filtered infrared sensor and solid state thermal sensor(s) rated at 135°F (57.2°C). The device shall be able to indicate distinct smoke and heat alarms.
- b. The intelligent multi-criteria detection device shall include the ability to combine the signal of the photoelectric signal with other sensing elements in an effort to react quickly in the event of a fire situation. It shall also include the inherent ability to distinguish between a fire condition and a nuisance alarm condition. The product design shall be capable of selecting the appropriate sensitivity levels based on the environment type chosen by user in which it is installed (office, manufacturing, kitchen etc.) and then have the ability to automatically change the setting as the environment changes.
- c. The detector shall be capable of automatically adjusting its sensitivity by means of drift compensation and smoothing algorithms. The detector shall be capable of automatically adjusting its sensitivity by means of drift compensation and smoothing algorithms. The device shall provide unique signals to indicate when 20% of the drift range is remaining, when 100% of drift range is used, and when there is a chamber fault to show unit requires maintenance.
- d. The detector shall indicate CO trouble conditions including 6 months of sensor life remaining and sensor life has expired. The detector shall indicate a combined signal for any of the following: low chamber trouble, thermistor trouble, CO self-test failure, IR self-test failure, and freeze warning.
- e. The detectors shall provide address-setting means on the detector head using rotary switches. Because of the possibility of installation error, systems that use binary jumpers or DIP switches to set the detector address are not acceptable. The detectors shall also store an internal identifying code that the control panel shall use to identify the type of detector. Systems that require a special programmer to set the detector address (including temporary connection at the panel) are labor intensive and not acceptable. Each detector occupies any one of at least 99 possible addresses on the signaling line circuit (SLC) loop. It responds to regular polls from the system and reports its type and status.
- f. The detectors shall provide a test means whereby they will simulate an alarm condition and report that condition to the control panel. Such a test may be initiated at the detector itself (by activating a switch) or initiated remotely on command from the control panel. There are three test methods: functional magnet, smoke entry aerosol, or direct heat method.
- g. The detectors shall provide two LEDs to provide 360° visibility. The LEDs are placed into steady red illumination by the control panel indicating that an alarm condition has been detected. An output connection shall also be provided in the base to connect an external remote alarm LED, sounder base, and / or relay base (optional accessories). The external remote alarm can be interconnected to other sounder or relay bases for activating all devices in a space via a single alarming unit.
- h. Two LEDs on the sensor are controlled by the panel to indicate sensor status. Coded signals, transmitted from the panel, can cause the LEDs to blink, latch on, or latch off.

Refer to the control panel technical documentation for sensor LED status operation and expected delay to alarm.

- i. The detectors shall be ceiling-mount and shall be plug-in mounted into a twist-lock base. These detectors shall be constructed of off-white UV resistant polymer and shall be detachable from the mounting base to simplify installation, service and maintenance. Mounting base wiring connections shall be made by means of SEMS screws. The detector shall allow pre-wiring of the base and the head shall be a plug-in type. Mounting base shall be mounted on junction box which is at least 1.5 inches (3.81 cm) deep. Mounting base shall be available to mount to standard junction boxes. Suitable boxes include:
    - 1) 4.0" (10.16 cm) square box with and without plaster ring.
    - 2) 4.0" (10.16 cm) octagonal box.
    - 3) 3.5" (8.89 cm) octagonal box.
    - 4) Single-gang box.
  - j. Meets Agency Standards
    - 1) ANSI/UL 268 -Smoke Detectors for Fire Alarm Signaling Systems
    - 2) CAN/ULC-S529- Smoke Detectors for Fire Alarm Systems
    - 3) FM 3230-3250- Smoke Actuated Detectors for Automatic Fire Alarm Signaling
23. IntelliQuad™ PLUS Advanced Multi-Criteria Intelligent Fire/CO Detector
- a. Advanced Multi-Criteria Fire/CO detector shall be NOTIFIER model # FCO-851 or approved equal and shall be an addressable advanced multi-criteria smoke detector with a separate signal for carbon monoxide (CO) detection per UL 2075 standards.
  - b. The detector shall be comprised of four sensing elements, including a photoelectric (light-scattering) particulate sensor, an electrochemical CO sensor, a daylight-filtered infrared (IR) sensor and solid state thermal sensor(s) rated at 135°F (57.2°C). The device shall be able to indicate distinct smoke and heat alarms.
  - c. The advanced multi-criteria detection device shall include the ability to combine the signal of the photoelectric signal with other sensing elements in order to react quickly in the event of a fire situation. It shall also include the inherent ability to distinguish between a fire condition and a nuisance alarm condition. The detector shall be capable of selecting the appropriate sensitivity levels based on the environment type (office, manufacturing, kitchen, etc.) in which it is installed, and then have the ability to automatically change the setting as the environment changes.
  - d. The CO detector component shall be capable of a functional gas test using a canned test agent to test the functionality of the CO sensing cell.
  - e. The detector shall be capable of automatically adjusting its sensitivity by means of drift compensation and smoothing algorithms. The device shall provide unique signals to indicate when 20 percent of the drift range is remaining, when 100 percent of drift range is used, and when there is a chamber fault to show the unit requires maintenance.
  - f. The detector shall indicate CO trouble conditions, including six months of sensor life remaining and sensor life has expired. The detector shall indicate a combined signal for any of the following: low chamber trouble, thermistor trouble, CO self-test failure, IR self-test failure, and freeze warning.
  - g. The detector shall provide address-setting means on the detector head using rotary switches. Because of the possibility of installation error, systems that use binary jumpers or DIP switches to set the detector address are not acceptable. The detector shall also store an internal identifying code that the control panel shall use to identify the type of detector. Systems that require a special programmer to set the detector address (including temporary connection at the panel) are labor intensive and not acceptable. Each detector occupies any one of at least 159 possible addresses on the

- signaling line circuit (SLC) loop. It responds to regular polls from the system and reports its type and status.
- h. The detector shall provide a test means whereby it will simulate an alarm condition and report that condition to the control panel. Such a test may be initiated at the detector itself (by activating a switch) or initiated remotely on command from the control panel. There shall be four test methods: functional magnet, smoke entry aerosol, carbon monoxide aerosol or direct heat method.
  - i. The detector shall provide two LEDs to provide 360° visibility. The LEDs shall be placed into steady red illumination by the control panel indicating that an alarm condition has been detected. An output connection shall also be provided in the base to connect an external remote alarm LED. The detector must be capable of connecting to a sounder base that provides both temporal 3 and temporal 4 patterns for fire and CO alarm.
  - j. Two LEDs on the sensor shall be controlled by the panel to indicate sensor status. Coded signals, transmitted from the panel, shall cause the LEDs to blink, latch on, or latch off. Refer to the control panel technical documentation for sensor LED status operation and expected delay to alarm.
  - k. The detector shall be plug-in mounted into a twist-lock base. The detector shall be constructed of off-white, UV-resistant polymer and shall be detachable from the mounting base to simplify installation, service and maintenance. Mounting base wiring connections shall be made by means of SEMS screws. The detector shall allow pre-wiring of the base and the head shall be a plug-in type. The mounting base shall be mounted on a junction box that is at least 1.5 inches (3.81 cm) deep. The mounting base shall be available to mount to standard junction boxes. Suitable boxes include:
    - 1) 4.0" (10.16 cm) square box with and without plaster ring.
    - 2) 4.0" (10.16 cm) octagonal box.
    - 3) 3.5" (8.89 cm) octagonal box.
    - 4) Single-gang box.
    - 5) Double-gang box
  - l. Meets Agency Standards
    - 1) ANSI/UL 268 -Smoke Detectors for Fire Alarm Signaling Systems
    - 2) CAN/ULC-S529- Smoke Detectors for Fire Alarm Systems
    - 3) FM 3230-3250- Smoke Actuated Detectors for Automatic Fire Alarm Signaling
    - 4) UL 2075 - Gas and Vapor Detector and Sensors - Systems Connected
24. Intelligent Addressable Aspiration Detector: The intelligent aspiration detector shall be NOTIFIER model # FSA-8000 or approved equal an addressable aspiration detector that communicates directly with the fire alarm control panel via the SLC communication protocol, no modules or high level interfaces shall be required. The fire alarm control panel shall support up to thirty one intelligent aspiration detectors per SLC loop. The aspiration detector shall have dual source (blue LED and infra-red laser) optical smoke detection for a wide range of fire detection with enhanced immunity to nuisance particulates. The FACP shall be capable of monitoring and annunciating up to five smoke event thresholds and eleven trouble conditions. Each event threshold shall be capable of being assigned a discrete type ID at the FACP.
25. Intelligent Addressable Reflected Beam Detector
- a. The intelligent single-ended reflected beam smoke detector shall connect with two wires to the fire alarm control panel signaling line circuit (SLC). The detectors shall consist of a transmitter/receiver unit and a reflector and shall send data to the panel representing the analog level of smoke density. The detector shall be capable of being tested remotely via a key switch; NOTIFIER model # FSB-200S or approved equal which shall be equipped with an integral sensitivity test feature.

26. Addressable Dry Contact Monitor Module
  - a. Addressable monitor modules shall be provided to connect one supervised IDC zone of conventional alarm initiating devices (any N.O. dry contact device) to one of the fire alarm control panel SLCs. The addressable monitor module shall be NOTIFIER model # FMM-1 or approved equal (Class A or B) or FMM-101 or approved equal (Class B)
  - b. The IDC zone shall be suitable for Style D/Class A or Style B/Class B operation. An LED shall be provided that shall flash under normal conditions, indicating that the monitor module is operational and in regular communication with the control panel.
  - c. For difficult to reach areas, the monitor module shall be available in a miniature package and shall be no larger than 2-3/4 inch (70 mm) x 1-1/4 inch (31.7 mm) x 1/2 inch (12.7 mm). This version need not include Style D or an LED.
  - d. For multiple dry contact monitoring a module shall be available that provides 10 Style B or 5 Style D input circuits; NOTIFIER model # XP10-M or approved equal.
27. Two Wire Detector Monitor Module
  - a. Addressable monitor modules shall be provided to connect one supervised IDC zone of conventional 2-wire smoke detectors or alarm initiating devices (any N.O. dry contact device); NOTIFIER model # FZM-1 or approved equal.
  - b. The IDC zone may be wired for Class A or B (Style D or Style B) operation. An LED shall be provided that shall flash under normal conditions, indicating that the monitor module is operational and in regular communication with the control panel.
  - c. For multiple 2-wire smoke detector circuit monitoring a module shall be available that provides 6 Style B/Class A or 3 Style D/Class B input circuits; NOTIFIER model # XP6-MA or approved equal.
28. Addressable Control Module
  - a. Addressable control modules shall be provided to supervise and control the operation of one conventional circuit of compatible Notification Appliances, 24 VDC powered, polarized audio/visual notification appliances; NOTIFIER model # FCM-1 or approved equal.
  - b. The control module NAC may be wired for Style Z or Style Y (Class A/B) with a current rating of 2 Amps for Style Z and 3 Amps for Style Y;
  - c. Audio/visual power shall be provided by a separate supervised circuit from the main fire alarm control panel or from a supervised UL listed remote supply.
  - d. For multiple circuit control a module shall be available that provides 6 Style Y (Class B) or 3 Style Z (Class A) control circuits; NOTIFIER model # XP6-C or approved equal.
29. Addressable Releasing Control Module
  - a. An addressable FlashScan releasing module shall be available to supervise and control compatible releasing agent solenoids; NOTIFIER model # FCM-1-REL or approved equal.
  - b. The module shall operate on a redundant protocol for added protection.
  - c. The module shall be configurable for Style Z or Style Y (Class A/B) and support one 24 volt or two 12 volt solenoids. Add FMM-4-20 or approved equal.
30. Addressable 4-20 mA module shall be available to monitor industry-standard, linear-scale, 4-20 mA protocol sensors. The module converts the sensor output to communication protocol that can be interpreted by the FACP for monitoring and display; NOTIFIER model # FMM-4-20 or approved equal.
  - a. The module shall support programming of up to five programmable event thresholds.
  - b. The System shall be FM 6320 (Factory Mutual) approved as a Gas Detection system when employed with the FMM-4-20 or approved equal monitor module and industry standard 4-20 mA gas detectors.
31. Addressable Relay Module:

- a. Addressable Relay Modules shall be available for HVAC control and other network building functions; NOTIFIER model # FRM-1 or approved equal.
  - b. The module shall provide two form C relays rated at up to 3 Amps resistive and up to 2.0 Amps inductive.
  - c. The relay coil shall be magnetically latched to reduce wiring connection requirements, and to insure that 100% of all auxiliary devices energize at the same time on the same pair of wires;
  - d. For multiple relay control a module shall be available that provides 6 programmable Form-C relays; NOTIFIER model # XP6-R or approved equal.
32. Addressable Two-In / Two-Out Monitor/Relay Module:
- a. An addressable Two-In / Two-Out module shall be available; NOTIFIER model # FDRM-1 or approved equal.
  - b. The two-in/two-out module shall provide two Class B/Style B dry-contact input circuits and two independent Form-C relays rated at up to 3 Amps resistive and up to 2.0 Amps inductive.
33. Isolator Module: Isolator modules shall be provided to automatically isolate wire-to-wire short circuits on an SLC Class A or Class B branch. The isolator module shall limit the number of modules or detectors that may be rendered inoperative by a short circuit fault on the SLC loop segment or branch. At least one isolator module shall be provided for each floor or protected zone of the building; NOTIFIER model # ISO-X or approved equal.
- a. If a wire-to-wire short occurs, the isolator module shall automatically open-circuit (disconnect) the SLC. When the short circuit condition is corrected, the isolator module shall automatically reconnect the isolated section.
  - b. The isolator module shall not require address-setting, and its operations shall be totally automatic. It shall not be necessary to replace or reset an isolator module after its normal operation.
  - c. The isolator module shall provide a single LED that shall flash to indicate that the isolator is operational and shall illuminate steadily to indicate that a short circuit condition has been detected and isolated.
34. Serially Connected Annunciator Requirements
- a. The annunciator shall communicate to the fire alarm control panel via an EIA 485 (multi-drop) two-wire communications loop. The system shall support two 6,000 ft. EIA-485 wire runs. Up to 32 annunciators, each configured up to 96 points, may be connected to the connection, for a system capacity of 3,072 points of annunciation.
  - b. An EIA-485 repeater shall be available to extend the EIA-485 wire distance in 3,000 ft. increments. The repeater shall be UL864 approved.
  - c. Each annunciator shall provide up to 96 alarm and 97 trouble indications using a long-life programmable color LED's. Up to 96 control switches shall also be available for the control of Fire Alarm Control Panel functions. The annunciator will also have an "ON-LINE" LED, local piezo sounder, local acknowledge and lamp test switch, and custom zone/function identification labels.
  - d. The annunciator may be field configured to operate as a "Fan Control Annunciator". When configured as "Fan Control," the annunciator may be used to manually control fan or damper operation and can be set to override automatic commands to all fans/dampers programmed to the annunciator.
  - e. Annunciator switches may be programmed for System control such as, Global Acknowledge, Global Signal Silence, Global System Reset, and on/off control of any control point in the system.
  - f. An optional module shall be available to utilize annunciator points to drive EIA-485 driven relays. This shall extend the system point capacity by 3,072 remote contacts.
  - g. The LED annunciator shall offer an interface to a graphic style annunciator and provide each of the features listed above.

35. SpectrAlert Advance Speakers

- a. The Speaker appliance shall be System Sensor SpectrAlert Advance Model Speaker or approved equal. The speaker shall be listed to UL 1480 for Fire Protective Signaling Systems. It shall be a dual-voltage transformer speaker capable of operation at 25.0 or 70.7 nominal Vrms. The speaker shall have a frequency range of 400 to 4,000 Hz and shall have an operating temperature between 32°F and 120°F. It shall mount to a 4 x 4 x 2 1/8-inch back box.
- b. A universal mounting plate shall be used for mounting ceiling and wall speaker products. The notification appliance circuit and amplifier wiring shall terminate at the universal mounting plate.
- c. Speakers shall be plug-in and shall have the ability to check wiring continuity via a shorting spring on the universal mounting plate. The shorting spring shall also provide tamper resistance via an open circuit if the device is removed. Speaker design shall isolate speaker components to reduce ground fault incidents.
- d. The speaker shall have power taps (from ¼ watt to 2 watts) and voltage that are selected by rotary switches. All models shall have a maximum sound output of 86 dB at 10 feet and shall incorporate an open back construction.
- e. All notification appliances shall be backward compatible.

36. SpectrAlert Advance Speaker Strobes

- a. The Speaker Strobe appliance shall be System Sensor SpectrAlert Advance Model Speaker Strobe or approved equal. The speaker strobe shall be listed to UL 1971 and UL 1480 and be approved for fire protective signaling systems. It shall be a dual-voltage transformer speaker strobe capable of operation at 25.0 or 70.7 nominal Vrms. The speaker shall have a frequency range of 400 to 4,000 Hz and shall have an operating temperature between 32°F and 120°F. It shall mount to a 4 x 4 x 2 1/8-inch back box.
- b. A universal mounting plate shall be used for mounting ceiling and wall speaker strobe products. The notification appliance circuit and amplifier wiring shall terminate at the universal mounting plate. Also, SpectrAlert Advance speaker strobes and the Sync•Circuit™ Module MDL3 accessory, if used, shall be powered from a non-coded notification appliance circuit output and shall operate on a nominal 12 or 24 volts (includes fire alarm panels with built in sync). When used with the Sync•Circuit Module MDL3, 12-volt rated notification appliance circuit outputs shall operate between 8.5 and 17.5 volts; 24-volt rated notification appliance circuit outputs shall operate between 16.5 to 33 volts. If the notification appliances are not UL 9th edition listed with the corresponding panel or power supply being used, then refer to the compatibility listing of the panel to determine maximum devices on a circuit.
- c. Speaker strobes shall be plug-in and shall have the ability to check wiring continuity via a shorting spring on the universal mounting plate. The shorting spring shall also provide tamper resistance via an open circuit if the device is removed. Speaker strobe design shall isolate speaker components to reduce ground fault incidents.
- d. The speaker strobe shall have power taps (from ¼ watt to 2 watts) and voltage that are selected by rotary switches. All models shall have a maximum sound output of 86 dB at 10 feet and shall incorporate an open back construction. The strobe shall consist of a xenon flash tube with associated lens/reflector system and operate on either 12V or 24V. The strobe shall also feature selectable candela output, providing options for 15 or 15/75 candela when operating on 12V and 15, 15/75, 30, 75, 110, or 115 when operating on 24V. The strobe shall comply with NFPA 72 and the Americans with Disabilities Act requirement for visible signaling appliances, flashing at 1 Hz over the strobe's entire operating voltage range.
- e. All notification appliances shall be backward compatible.

- f. Strobe lights shall meet the requirements of the ADA, UL Standard 1971 and be fully synchronized.
- 37. LED Scrolling Message Boards
  - a. LED scrolling message boards shall be three color (minimum) remotely programmable messaging signs that produce greater than 2 inch tall letters.
  - b. Capable of networked or relay activated message reception from the fire alarm system.
  - c. During non-emergency use, the LED signs shall be capable of indicating 12/24 hour time or various user-defined multi-color messages.
  - d. Power and communications shall be supplied by the Fire Alarm System and be fully supervised. Power requirements shall be 24VDC, 0.5A with PoE backup, IEEE 802.3af compatible, 15.4 watts max using PoE switch.

## **2.03 EXISTING COMPONENTS**

- A. Existing Fire Alarm System: Remove existing system completely after new system is fully operational and tested. Removal of existing system is to include -- but shall not be limited to -- input / output devices, head-end components, wiring, and conduit.
- B. Clearly label components that are "Not In Service."
- C. Remove unused existing components and materials from site and dispose of properly.

## **2.04 FIRE SAFETY SYSTEMS INTERFACES**

- A. Supervision: Provide supervisory signals in accordance with NFPA 72 for the following:
  - 1. Duct smoke detector activation.
  - 2. Fire pump(s).
  - 3. Elevator shut-down control circuits.
- B. Alarm: Provide alarm initiation in accordance with NFPA 72 for the following:
  - 1. Sprinkler water flow.
  - 2. Elevator lobby, elevator hoistway, and elevator machine room smoke detectors.
  - 3. Smoke detectors.
  - 4. Heat detectors.
  - 5. Pull stations.
- C. Elevators:
  - 1. Elevator lobby, hoistway, and machine room smoke detectors: Elevator recall for fire fighters' service.
  - 2. Elevator Machine Room Heat Detector: Shut down elevator power prior to hoistway sprinkler activation.
- D. HVAC:
  - 1. Duct Smoke Detectors: Close associated smoke dampers; shut down associated air handler(s).
- E. Doors:
  - 1. Smoke Barrier Door Magnetic Holders: Release upon activation of smoke detectors in smoke zone on either side of door, upon alarm from manual pull station on same floor, and upon sprinkler activation on same floor.
  - 2. Electromagnetic Door Locks on Egress Doors: Unlock upon activation of any alarm initiating device or suppression system in smoke zone that doors serve as egress from.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Installation shall be in accordance with the NEC, NFPA 72, local and state codes, as shown on the drawings, and as recommended by the major equipment manufacturer.

- B. Obtain Owner's approval of locations of devices, before installation.
- C. All conduit, junction boxes, conduit supports and hangers shall be concealed in finished areas and may be exposed in unfinished areas. Smoke detectors shall not be installed prior to the system programming and test period. If construction is ongoing during this period, measures shall be taken to protect smoke detectors from contamination and physical damage. Unfinished areas include electrical rooms, mechanical rooms, and stairwells.
- D. All fire detection and alarm system devices, control panels and remote annunciators shall be flush mounted when located in finished areas and may be surface mounted when located in unfinished areas.
- E. Manual fire alarm boxes shall be installed not less than 42 inches (1067 mm), nor more than 48 inches (122 mm) above the finished floor.
- F. Install instruction cards and labels.
- G. All devices shall be provided with a 10 feet long coil of wire secured at desk level prior to device drop with secured wire tie. In case of minimal space above ceiling, the wire coil shall be secured to a biddle ring or other approved mounting point.
- H. Each conductor shall receive a unique and durable wire number at each terminal block, device terminal or any other place where conductor is landed. Number shall be printed only on "Brady Permasleeve" heat - shrink wire markers. Each number shall be shown clearly on "As Built Drawing" describing wiring to each device.
- I. All connections to devices, boxes, back boxes and like devices, including any wiring exiting properly terminated conduit, shall be provided with strain relief sufficient to secure cable at point of entry or exit. Strain relief from boxes, back boxes device and junction box and panel box for wire shall consist of Arlington Inc. Inc. LPCG50. Connectors for single cable entry and Arlington Ind. Inc. NM 840 Series for multiple cable entry.

### **3.02 INSPECTION AND TESTING FOR COMPLETION**

- A. Notify Owner 7 days prior to beginning completion inspections and tests.
- B. The service of a competent, factory-trained engineer or technician authorized by the manufacturer of the fire alarm equipment shall be provided to technically supervise and participate during all of the adjustments and tests for the system. All testing shall be in accordance with NFPA 72.
- C. Before energizing the cables and wires, check for correct connections and test for short circuits, ground faults, continuity, and insulation.
- D. Close each sprinkler system flow valve and verify proper supervisory alarm at the FACP.
- E. Verify activation of all water flow switches.
- F. Open initiating device circuits and verify that the trouble signal actuates.
- G. Open and short signaling line circuits and verify that the trouble signal actuates.
- H. Open and short notification appliance circuits and verify that trouble signal actuates.
- I. Ground all circuits and verify response of trouble signals.
- J. Check presence and audibility of tone at all alarm notification devices.
- K. Check installation, supervision, and operation of all intelligent smoke detectors using the walk test.
- L. Each of the alarm conditions that the system is required to detect should be introduced on the system. Verify the proper receipt and the proper processing of the signal at the FACP and the correct activation of the control points.

- M. When the system is equipped with optional features, the manufacturer's manual shall be consulted to determine the proper testing procedures. This is intended to address such items as verifying controls performed by individually addressed or grouped devices, sensitivity monitoring, verification functionality and similar.
- N. Notify authorities having jurisdiction and comply with their requirements for scheduling inspections and tests and for observation by their personnel.
- O. Provide the services of the installer's supervisor or person with equivalent qualifications to supervise inspection and testing, correction, and adjustments.
- P. Prepare for testing by ensuring that all work is complete and correct; perform preliminary tests as required.
- Q. Provide all tools, software, and supplies required to accomplish inspection and testing.
- R. Perform inspection and testing in accordance with NFPA 72 and requirements of local authorities; document each inspection and test.
- S. Correct defective work, adjust for proper operation, and retest until entire system complies with contract documents.
- T. Diagnostic Period: After successful completion of inspections and tests, Operate system in normal mode for at least 14 days without any system or equipment malfunctions.
  - 1. Record all system operations and malfunctions.
  - 2. If a malfunction occurs, start diagnostic period over after correction of malfunction.
  - 3. Owner will provide attendant operator personnel during diagnostic period; schedule training to allow Owner personnel to perform normal duties.
  - 4. At end of successful diagnostic period, fill out and submit NFPA 72 "Inspection and Testing Form."

### **3.03 OWNER PERSONNEL INSTRUCTION**

- A. Provide the following instruction to designated Owner personnel:
  - 1. Hands-On Instruction: On-site, using operational system.
- B. Administrative: One hour sessions covering issues necessary for non-technical administrative staff; at project site.
  - 1. Initial Training: 1 session pre-closeout.
  - 2. Refresher Training: 1 session post-occupancy.
- C. Basic Operation: Two hour sessions for attendant personnel, security officers, and engineering staff; at project site.
  - 1. Initial Training: 1 session pre-closeout.
  - 2. Refresher Training: 1 session post-occupancy.
- D. Detailed Operation: Four-hour sessions for engineering staff; assume NICET level I qualifications or equivalent; at project site.
  - 1. Initial Training: 1 session pre-closeout.
  - 2. Refresher Training: 1 session post-occupancy.
- E. Furnish the services of instructors and teaching aids; have copies of operation and maintenance data available during instruction.
- F. Instruction shall be provided as required for operating the system. Hands-on demonstrations of the operation of all system components and the entire system including program changes and functions shall be provided.
- G. The contractor and/or the systems manufacturer's representatives shall provide a typewritten "Sequence of Operation."
- H. Demonstration and training sessions are to be recorded for video and audio, and DVD is to be provided to owner.

### 3.04 CLOSEOUT

- A. Closeout Demonstration: Demonstrate proper operation of all functions to Owner.
  - 1. Be prepared to conduct any of the required tests.
  - 2. Have at least one copy of operation and maintenance data, preliminary copy of project record drawings, input/output matrix, and operator instruction chart(s) available during demonstration.
  - 3. Have authorized technical representative of control unit manufacturer present during demonstration.
  - 4. Demonstration may be combined with inspection and testing required by authority having jurisdiction; notify authority having jurisdiction in time to schedule demonstration.
  - 5. Repeat demonstration until successful.
- B. Substantial Completion of the project cannot be achieved until inspection and testing is successful and:
  - 1. Specified diagnostic period without malfunction has been completed.
  - 2. Approved operating and maintenance data has been delivered.
  - 3. Spare parts, extra materials, and tools have been delivered.
  - 4. All aspects of operation have been demonstrated to Owner.
  - 5. Final acceptance of the fire alarm system has been given by authorities having jurisdiction.
  - 6. Specified pre-closeout instruction is complete.
- C. Perform post-occupancy instruction within 3 months after Substantial Completion.

### 3.05 MAINTENANCE

- A. See Section 01 70 00 - Execution Requirements, for additional requirements relating to maintenance service.
- B. Provide to Owner, at no extra cost, a written maintenance contract for entire manufacturer's warranty period, to include the work described below.
- C. Perform routine inspection, testing, and preventive maintenance required by NFPA 72, including:
  - 1. Maintenance of fire safety interface and supervisory devices connected to fire alarm system.
  - 2. Repairs required, unless due to improper use, accidents, or negligence beyond the control of the maintenance contractor.
  - 3. Record keeping required by NFPA 72 and authorities having jurisdiction.
- D. Provide trouble call-back service upon notification by Owner:
  - 1. Provide on-site response within 2 hours of notification.
  - 2. Include allowance for call-back service during normal working hours at no extra cost to Owner.
  - 3. Owner will pay for call-back service outside of normal working hours on an hourly basis, based on actual time spent at site and not including travel time; include hourly rate and definition of normal working hours in maintenance contract.
- E. Provide a complete description of preventive maintenance, systematic examination, adjustment, cleaning, inspection, and testing, with a detailed schedule.
- F. Maintain a log at each fire alarm control unit, listing the date and time of each inspection and call-back visit, the condition of the system, nature of the trouble, correction performed, and parts replaced. Submit duplicate of each log entry to Owner's representative upon completion of site visit.
- G. Comply with Owner's requirements for access to facility and security.

### END OF SECTION